



ABN 50 317 720 546



**RULES OF
GORDONVALE GOLF CLUB
INCORPORATED**

2009

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NAME

1. The name of the incorporated association shall be GORDONVALE GOLF CLUB INCORPORATED (in these Rules called “the Club”).

OBJECTS

2. The objectives of the club are:-
 - (1) to conduct a golf club and to provide a golf course, a clubhouse and associated facilities for the use of members and visitors;
 - (2) to promote, encourage and foster the playing of the game of golf and to provide all things incidental to the attainment of these objects; and,
 - (3) to promote, encourage and foster junior golf.

POWERS

3. The powers of the Club are:-
 - (1) To subscribe to, become a member of and co-operate with any other Association, Club or Organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club provided that the Club shall not subscribe to or support with its funds any Club, Association or Organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of Rule 18 (e).
 - (2) In furtherance of the objects of the Club to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Club or persons frequenting the Club’s premises;
 - (3) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Club: Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as allowed by law having regard to such trusts;
 - (4) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club; to obtain from any such Government or Authority any rights, privileges and concessions which the Club may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
 - (5) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club;

- (6) To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated Club, or in or about the incorporated Club or promotion of the incorporated Club or in the furtherance of its objects;
- (7) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directed or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working management, carrying out, alteration or control thereof;
- (8) To invest and deal with the money of the Club not immediately required in such manner as may from time to time be thought fit;
- (9) To take, or otherwise acquire, and hold shares, debentures or other Securities of any company or body corporate;
- (10) In furtherance of the objects of the Club to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- (11) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated Club's property or assets present or future and to purchase, redeem or pay-off any such securities;
- (12) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (13) In furtherance of the objects of the Club to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club;
- (14) To take or hold mortgages, liens or 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;
- (15) To take any gift or property whether subject to any special trust or not, for any one (1) or more of the objects of the Club but subject always to the proviso in sub-rule (3);
- (16) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose

of procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise;

- (17) To print and publish any newspapers, periodicals, books or leaflets the Club may think desirable for the promotion of its objects;
- (18) In furtherance of the objects of the Club to amalgamate with any one (1) or more incorporated associations having objects altogether or in part similar to those of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of Rule 18 (e)
- (19) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one (1) or more of the incorporated associations with which the Club is authorised to amalgamate;
- (20) In furtherance of the objects of the Club to transfer all or any part of the property, assets, liabilities and engagements of the Club to any one (1) or more of the incorporated associations with which the Club is authorised to amalgamate;
- (21) To make donations for patriotic, charitable or community purposes;
- (22) To make rulings and decisions on all matters relating to the sport of golf at Gordonvale;
- (23) To impose penalties on members and players for any breach of these Rules, any By-laws made pursuant to these Rules, any code of conduct applicable for the sport of golf in Queensland, the rules of golf, and for any conduct considered to be injurious or prejudicial to the character or interests of the Club;
- (24) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;
- (25) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

PATRON

4. The Club shall have a Patron who shall not be a member of the Management Committee and who shall be elected at the Annual General Meeting. The Patron shall hold office until the Annual General Meeting next following his/her election, when he/she shall retire but shall be eligible for re-election. The person elected as Patron shall have the same rights as Playing Members, but shall not be required to pay an annual subscription.

MEMBERSHIP CATEGORIES

5. (1) All members (except social members) of the Gordonvale Golf Club will be (seven) 7 day Playing Members (herein this document called "Playing Member") comprising of varying sub categories with discounts applicable upon production of suitable evidence supporting the sub category classification as set out below. The discount applicable to each category is to be determined at the AGM by the members.

- (a) Life Members
 - (b) ADF Personnel
 - (c) Honorary Members
 - (d) Junior Members
 - (e) Country Members
 - (f) Temporary Members
 - (g) Special Group Members
 - (h) Provisional Members
 - (i) Social Members
- (2) Membership of the Club shall be open to any person who is of good character and repute and whose membership is likely to be compatible with existing members of the Club.
- (3) The number of each class of membership shall be limited to such number as the Management Committee may prescribe from time to time. If the Management Committee has not prescribed at any time a number for any class of membership, then the number for that class of membership shall be unlimited until a number is so prescribed.
- (4) Eligibility for each category of membership is as follows:-
- (a) Life Members

Such Members as having rendered outstanding service to the Club or for any other sufficient reason are elected such by a special resolution of the Club. The number of Life Members shall be limited to ten (10) or such number as shall be determined from time to time at a general meeting. Life members shall hold the same rights as all Members of the Club, including voting rights and the right to be nominated for the Management Committee or Golf Committee, but shall not be required to pay annual subscriptions.
 - (b) Australian Defence Force (ADF) Personnel

Limited to those persons who have attained the age of 18 years and who have a current ADF issue photographic Service Identity Card. No public service card will be accepted
 - (c) Honorary Members

Limited to persons who have attained the age of 18 years who are exempt from payment of an entrance fee and/or subscription fees for that period the Management Committee determines and applies only where persons have rendered special service to the Club, or who are distinguished personages the Management Committee desires to honour by granting honorary membership. Included in this category are employees receiving a subscription as part of their employment package.
 - (d) Junior Members

Those persons who are actively involved in playing the game of Golf and whose age criteria meet the guidelines of the Australian Golf Union.

- (e) Country Members
Those persons who are full members of another Golf Club and do not reside within the Gordonvale area code 4865.
- (f) Temporary Members
Those persons who fill the criteria for temporary membership as determined from time to time by the Management Committee.
- (g) Special Group Members
Those persons who are members of a special group as designated by the Management Committee.
- (h) Provisional Members
Those persons who are desirous of admission as a member when no vacancies exist, admitted by the Management Committee as provisional members, who shall be entitled to such limited use of the golf course and club house, and shall be subject to such restrictions as the Management Committee from time to time decide. Subject to the approval of the Management Committee, provisional members shall be transferred to full membership as and when vacancies occur and in the order of priority in which they were admitted as provisional members.
- (i) Social Members
Those persons who do not themselves play golf with the Club but who desire to use the other facilities of the Club and who are deemed by the Management Committee to be appropriate to become Members.

MEMBERSHIP

- 6. (1) Every applicant for any category of Membership of the Club shall be proposed and seconded by a financial member, or a Life Member. The official application form for Membership shall be signed by the applicant and his proposer and seconder and shall be in such form as the Management Committee from time to time prescribes. Every such application shall be lodged with the General Manager and shall be accompanied by the applicable fees.
- (2) Every applicant for membership as a Junior Member shall supply such evidence of proof of birth as is required by the Management Committee, birth certificate, baptismal or naturalisation certificate, passport.

RIGHTS OF MEMBERS

- 7. (1) Only members from the following categories of membership shall be entitled to vote at general meetings of the Club and shall be entitled to nominate for or otherwise be appointed to the Management Committee or Golf Committee.
 - (a) Adult Playing Members, ADF and Honorary Members
 - (b) Life Members
- (2) The only persons who shall be eligible to play in the Club Championships are members of the following categories:-
 - (a) Playing Members, Life, ADF and Honorary Members
 - (b) Junior Members

- (3) The only persons who shall be eligible to be issued by the Club with an Australian Golf Handicap are members of the following categories:-
- (a) Playing Members
 - (b) Life Members
 - (c) ADF Members
 - (d) Honorary Members
 - (e) Junior Members
 - (f) Special Group Members

MEMBERSHIP FEES

8. (1) The entrance and membership fees payable for each category of membership shall be such sum as the members shall from time to time at any general meeting so determine. Concessions may be granted by the Members or the Management Committee on a case by case basis so as to reduce the membership fees ordinarily payable.

Such circumstances may be as follows:-

- (a) More than one (1) member of the same family applying for membership
 - (b) Aged Pensioners applying for membership
 - (c) Persons being unable to participate in golfing activities for part of the year due to work, health or other commitments
- (2) The membership fees for each category of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

ADMISSION AND REJECTION OF MEMBERS

9. (1) At the next meeting of the Management Committee after receipt of any application and the fee applicable for any category of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.
- (2) Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the category applied for.
- (3) Upon the acceptance or rejection of any application for any category of any membership the General Manager shall forthwith give the applicant notice in writing of such acceptance or rejection.
- (4) Except as may otherwise be provided in these rules, a Member shall have the right to transfer from one (1) sub-category of membership to another, provided that the member meets the eligibility criteria for the new category, but the Committee may permit any such transfer with such priority and adjustment of entrance fees and subscriptions as it may in its discretion determine.

APPEAL AGAINST REJECTION OF MEMBERSHIP

10. (1) A person whose application for membership has been rejected may, within one (1) month of receiving written notification thereof, lodge with the General

Manager written notice of their intention to appeal against the decision of the Management Committee.

- (2) Upon receipt of a notification of intention to appeal against rejection of membership, the General Manager shall convene within three (3) months of the date of receipt by the applicant of such notice, a general meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present their case and the Management Committee or those members thereof, who rejected the application for membership subsequently shall likewise have the opportunity of presenting its or their case. The applicant may bring witnesses and question other witnesses and may be represented by an advocate, provided that such advocate shall not be or have been a member of the legal profession. If any applicant refuses to appear at the hearing, the hearing shall proceed in their absence. The appeal shall be determined by the vote of the members present at such meeting, whose decision shall be absolutely final and binding.
- (3) Where a person whose application is rejected does not appeal against the decision of the Management Committee within the time prescribed by these rules or so appeals that the appeal is unsuccessful, the General Manager shall forthwith refund the amount of any fee paid.

TERMINATION OF MEMBERSHIP AND DISCIPLINARY ACTION AGAINST MEMBERS

11. (1) A member may resign from the Club at any time by giving notice in writing to the General Manager. Such resignation shall take effect at the time such notice is received by the General Manager unless a later date is specified in the notice when it shall take effect on that later date.
- (2) Should any Club member:-
 - (a) commit a breach of these rules; or
 - (b) commit a breach of any by-laws made pursuant to these rules; or
 - (c) commit a breach of any code of conduct applicable for the sport of golf in Queensland; or
 - (d) conduct themselves in a manner considered to be injurious or prejudicial to the character or interests of the Club; or
 - (e) have membership fees in arrears for a period of two (2) months or more; or
 - (f) be convicted of any indictable offence, the Management Committee may take such action against that member as it considers fit.
- (3) The action referred to in sub-Rule (2) above may include:-
 - (a) a reprimand;
 - (b) the imposition of a fine;
 - (c) the suspension of specified rights of membership for a specified Period;
 - (d) the suspension of membership for a specified period;
 - (e) the termination of membership.
- (4) The particular action to be taken, and whether to take any action, shall be at the sole discretion of the Management Committee.

- (5) Prior to imposing any fine, suspension or termination of membership, the Management Committee shall, in all cases other than where the conduct in question is solely the member being in arrears with their membership fees, conduct a proper hearing of the charge against the member. In all such hearings, the member shall be advised of the nature of the complaint, be given written notice of the time of the hearing, and be given an opportunity to state their case. The member may bring witnesses and question other witnesses and may be represented by an advocate, provided that such advocate shall not be or have been a member of the legal profession. If any player refuses to appear at the hearing, the hearing shall proceed in their absence.
- (6) Should any member wish to appeal against any penalty imposed by the Management Committee, the appeal must be lodged in writing with the General Manager within five (5) days from the date of notification of the penalty, shall be heard by the members at a general meeting, and shall be accompanied by a deposit of ONE HUNDRED DOLLARS (\$100.00) which amount or any part thereof may be returned at the discretion of the members at a general meeting. Any penalties shall remain in force until the appeal is heard. The appellant shall be entitled to attend and be heard at the hearing of the appeal, have the right to furnish evidence from witnesses and may be represented by an advocate provided that such advocate shall not be or have been a member of the legal profession. The appeal shall be determined by the vote of the members present at that meeting. The decision of the members made at the general meeting upon each appeal shall be absolutely final and binding.

REGISTER OF MEMBERS

12. (1) The Management Committee shall cause a Register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Club and the dates of their admission.
- (2) Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee of the members at any general meeting may require from time to time.
- (3) The Register shall be open for inspection at all reasonable times by any member who previously applies to the General Manager for such inspection.

OFFICERS OF THE CLUB

13. The Management of the Club will be split between the Management Committee and Golf Committee. The Management Committee is responsible for all the Business Affairs of the Club as defined in rule 14 (a-m). The Golf Committee is responsible for the Playing and Social Affairs of the Club as defined in rule 15 (a-k)
 - (a) The Management Committee and the Golf Committee will meet together at least 3 times per year to discuss budgets, subscriptions and capital expenditure and any further club business that the two groups deem necessary. In the event of a dispute between these two parties, the President must schedule a meeting within seven (7) days to resolve the situation.
 - (b) The OFFICERS of the Club shall consist of the following and shall be elected by all members at the Annual General Meeting.

- (1) President
 - (2) Vice President
 - (3) Vice President
 - (4) Captain
 - (5) Men's Vice Captain/Handicapper
 - (6) Women's Vice Captain/Handicapper
 - (7) Treasurer
 - (8) Greens Co-ordinator
 - (9) Club Co-ordinator
 - (10) House Director
 - (11) Junior Director
- (c) All Officers of the Club shall be financial Adult Playing Members, Life members, ADF Members or Honorary members.
- (d) Except as herein otherwise provided each Officer of the Club and any other member required for the Management Committee of the Golf Committee shall be elected at the Annual General Meeting of the Club by those entitled to vote on that appointment and shall respectively hold office until the next ensuing Annual General Meeting and shall be eligible for re-election as hereinafter provided.
- (e) An Officer of the Club shall vacate office if:-
- (1) He ceases to be a member.
 - (2) He resigns his office
 - (3) He has, in the opinion of the Management Committee become incapable of carrying out the duties powers or responsibilities of his office and the Management Committee so resolves.
 - (4) He has without leave of the Management Committee/Golf Committee or giving an apology duly accepted by the Management Committee/Golf Committee absented himself from three meetings of the Management Committee or Golf Committee.
- (f) A member of the Management Committee/Golf Committee so removed shall have a right of appeal to the appeal Management Committee. Notice of any such appeal must be lodged by the applicant with the General Manager of the Club not less than fourteen (14) days after the date at which the decision of the Management Committee was taken to remove such Management Committee/Golf Committee Member. For the purpose of this Sub-Rule and to remove any doubt, the chairperson shall not have a casting vote in addition to his/her deliberative vote.
- (g) No person may be elected an Officer of the Club unless he is a financial Adult Playing Member of the Club and had one year's continuous membership at the time of the Annual General Meeting. All officers of the club must be duly proposed and seconded by written notice for the office by two or more existing financial Adult Playing Members. These must be handed

to the General Manager seven days prior to the commencement of the Annual General Meeting.

- (h) A financial member is any member who at the relevant time has paid his/her Annual subscription, provided that all members who have paid their annual Subscriptions for the financial year ending 30th September shall be deemed to be financial to the end of February in the next calendar year.
- (i) A list of the candidates' names in alphabetical order, with the proposer's and seconder's names, shall be posted in a conspicuous place in the office or usual place of meeting of the club for at least five (5) days immediately preceding the Annual General Meeting.
- (j) Balloting lists shall be prepared (if necessary) containing the names of the Candidates in alphabetical order, and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (k) Nominations for election shall be called for at the General Meeting only in the event of insufficient members having been nominated seven days prior to the meeting. The Annual General Meeting may vote to have vacancies filled by the Management Committee at a later date. The validity of any nomination or nomination for any office shall be decided by the Chairman.
- (l) In the event of a Management Committee or Golf Committee position becoming vacant during the tenure, the Management Committee will call for nominations from the membership by posting a notice on the notice Management Committee for 20 days and from those nominated appoint an appointee who shall hold office until the next Annual or Special General Meeting is held.

MANAGEMENT COMMITTEE

14. The affairs of the Club shall, subject to any specific directions of the Club in the Annual General Meeting must be administered by the Management Committee.
- (a) The following Officers and Members of the Club shall form the Management Committee.
 - (1) President
 - (2) Vice-President
 - (3) Vice-President
 - (4) Captain
 - (5) Greens Co-ordinator
 - (6) Treasurer

Rotation of Management Committee members, with the exception of the Captain (to coincide with the implementation of this constitution), will be decided as follows:-

The term of an elected Management Committee Member shall be two years. After the first year, one Vice-President (selected by lot or by mutual agreement) the Greens Co-ordinator and Treasurer will be elected. Then by rotation after two years, the President and the other Vice-President will stand for election. All retiring Management Committee members are eligible to stand for re-election.

- (b) The Management by Management Committee: The business and affairs of the Club shall be managed by, or under the direction or supervision of the Management Committee.
- (c) No member shall be eligible to be nominated for the position of President unless he/she has been a member of the club for at least two (2) years.
- (d) Where a member has held the position of President for two (2) consecutive rotations, that member shall not be eligible to be nominated for that particular position for the following rotation.
- (e) The Management Committee has all the powers necessary for managing and for directing and supervising the Management of the business and affairs of the Club and the appointment of paid staff.
- (f) The General Manager will be appointed by and be responsible to the Management Committee.
- (g) The Management Committee may appoint such sub-committees as it thinks fit from its body or from other financial members of the Club and specialist advisors outside the Club membership may be co-opted as part of a special project sub-committee.
- (h) The Management Committee shall meet at such times and in such places as it shall from time to time resolve and shall make such regulations as it thinks fit for the conduct of its own meetings provided that it shall meet at least once in every two calendar months during its term of office. The attendance of the course superintendent is required at the Management

Committee Meetings.

All Management Committee meetings shall be convened in such places out-lining the nature of the business to be conducted in writing with not less than seven days notice given by the General Manager to members of the Management Committee.

- (i) Each Member of the Management Committee having the right to vote shall have one vote on each motion submitted to the meeting, but in the case of equality of voting on any such motion, the Chairperson shall have a casting as well as a deliberative vote on that motion.
- (j) A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Club in which he/she is interested, or any matter arising thereout, or in respect of any other matter in which he/she has a conflict or interests, and if he/she does so vote his/her vote shall not be counted.
- (k) MINUTES of every Management Committee meeting shall be kept in the usual manner in the Club's Minute Book and columned in accordance with usual practice. Minutes from Management Committee meetings shall be made available to members entitled to vote for perusal by request to the General Manager. Similarly, the minutes of every Management Committee Meeting shall be signed by the Chairperson of that meeting or the chairperson of the next succeeding Management Committee Meeting.
- (l) The Quorum for a meeting of the Management Committee Meeting shall be four (4) members present.

- (m) The President shall preside as Chairperson at every meeting of the Management Committee. In his absence, one of the Vice Presidents will preside over the meeting.

GOLF COMMITTEE

- 15. The Golf Committee is responsible to the Management Committee for the running of the Club Playing and Social programme.
 - (a) The following Officers and Members of the Club shall form the Golf Committee.
 - (1) Captain
 - (2) President
 - (3) Men' Vice-Captain/Handicapper
 - (4) Women's Vice Captain/Handicapper
 - (5) Club Co-ordinator
 - (6) Junior Director
 - (7) House Director
 - (b) The quorum for a meeting of the Golf Committee shall be four (4) members present.
 - (c) Each member having the right to vote shall have one vote on each motion submitted to the meeting but in the case of equality of voting on any such motion the Chairperson shall have a casting as well as a deliberative vote on that motion.
 - (d) The Golf Committee shall have power to deal with all matters relating to:-
 - (1) Rules of Play. - Rules of play shall be those approved by and defined under the governing rules of the Royal and Ancient Golf Club of St Andrews and Australia Golf Association.
 - (2) All Competitions held on the course and forms a part of the official club programme.
 - (3) All interclub and Association events the Club is involved in.
 - (e) Prepare the annual playing programme and management of any adjustments to it during the course of the year –
 - (f) Provide recommendations to the Management Committee in relation to course bookings, corporate days and hosting of National and District golfing events. Final approval will rest with the Management Committee.
 - (g) Resolve all disputes associated with any club competition.
 - (h) The Golf Committee shall meet at such times and in such places as it shall from time to time resolve and shall make such regulations as it thinks fit for the conduct of its own meetings provided that it shall meet at least once each calendar month during its term of office. The attendance of the Club Professional/Pro shop manager is required at the Golf Committee monthly meetings. All Golf Committee meetings shall be convened in such places outlining the nature of the business to be conducted in writing with not less

than four (4) days notice given by the General Manager to members of the Golf Committee.

- (i) Form Sub-Committees to co-ordinate specific areas of activity with a monthly report to be tabled at the Golf Committee meetings.
- (j) The Captain shall be the chairperson of the Golf Committee but in his/her absence either the Men's/Women's Vice Captains will fill that role.
- (k) MINUTES of every Golf Committee Meeting shall be kept in the usual manner in the Club's Minute Book and columned in accordance with usual practice. Minutes from Golf Committee Meetings shall be made available to Members entitled to vote for perusal at the clubhouse by request to the General Manager. Similarly, the minutes of every Golf Committee meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding Golf Committee Meeting.

GENERAL MANAGER

- 16. The General Manager shall attend all General Meetings of the Club and meetings of the Management Committee and the Golf Committee. Shall keep minutes of the proceedings of each meeting, shall read and file all correspondence and communications, give notices of meetings, conduct the Club's official correspondence and generally perform such things as are usually performed by a Club General Manager.
 - (a) The General Manager shall collect subscription and other Club revenue; issue receipts for all money received and shall pay all money coming into his/her hands into such Bank, as the Management Committee shall direct. Shall keep proper and accurate records of all money received and disbursed by the Club. Shall present to each Annual General Meeting of the Club, the usual accounts and balance sheet, duly audited, relating to the financial year just ended, and shall produce to the Management Committee whenever required by the Club's account books, bank statements. The Management Committee shall be responsible for all payments made on behalf of the Club.
 - (b) The General Manager does not have voting rights at Management Committee and Golf Committee Meetings.

AUDITOR

- 17. The Club shall at the Annual General Meeting appoint an Auditor (Honorary or otherwise) who shall hold office until the next ensuing Annual General Meeting. The Management Committee shall have power at any time to appoint a replacement Auditor to hold office until the next ensuing General Meeting.

FINANCIAL

- 18. The financial year of the Club shall commence on the first day of October and end on the last day of September next following.
 - (a) The control and investment of the funds of the Club shall be in the hands of the Management Committee. Proper books of accounts shall be kept and maintained either in written or electronic (with back-up) form.
 - (b) The General Manager, President and Treasurer shall operate the banking accounts of the Club. The General Manager and one of the other two shall

sign all cheques or payments by electronic banking. No payment of any account exceeding \$500 shall be made except pursuant to a resolution of the Management Committee other than:-

- (1) For regular periodical payments of wages or salary previously authorised
 - (2) For purchase of bar stock or trading stock or
 - (3) To meet day to day requirements of course and machinery repairs and maintenance.
- (c) The Management Committee has the power on behalf of the Club to borrow or raise or secure the payment of money in such manner as the members of the Management Committee may think fit and secure the same or the payment 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.
- (d) The Management Committee may ask to borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Cairns for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or a security for any debt, liability or obligation of the Club, and to provide and pay off any such securities.
- (e) The income and property of the Club whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Club provided that nothing herein contained shall prevent the payment in good faith or interest to any such member in respect of monies advanced by the member to the Club or otherwise owing by the Club to him or of remuneration to any officers or servants of the Club or to any member of the Club or other person in return for any services actually rendered to the Club, provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Club or reasonable and proper rent for premises demised or let to the Club.

DOCUMENTS

19. The Management Committee shall provide for the safe custody of books, documents, instruments or title and securities of the Club.

MEETINGS

20. A General meeting (in these Rules referred to as 'The Annual General Meeting') of the members of the Club shall be held no later than three (3) months after the close of the club's previous financial year.

- (a) A General Meeting (in these Rules referred to as 'A Special General Meeting) of the members of the Club shall be convened by the General Manager (or in his/her absence by an Officer) if and whenever he/she is so directed by the Management Committee, or by a written requisition delivered to him/her signed by either all six (6) Management Committee members or by any twenty (20) members of the Club entitled to vote, such requisition to state the object or purpose for which the meeting is required.
- (b) A General Meeting (whether Annual or Special) shall be called on not less than fourteen (14) clear days notice in writing sent to each financial Playing Member of the club and/or advertised in the public notice section of the local paper and/or posted on the Club's Notice Board.
- (c) Each notice shall state the place, date and the time of the meeting and the Business to be transacted there at.
- (d) NOTICES of motion for consideration by the General Meeting shall be in the hands of the General Manager or other Officer convening the meeting not less than fourteen (14) days before the day whereon notice of the meeting is in accordance with these rules to be sent to members.

PROCEEDING AT GENERAL MEETING

21. A General Meeting shall be presided over by the President or his nominee from the Management Committee.
- (a) The quorum for a General Meeting shall be thirty (30) financial ordinary members personally present. No business shall be transacted unless a quorum is present. If within 15 minutes from the time appointed for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members of the Management Committee or the Club, shall lapse. In any other case, it shall stand adjourned on the same day in the next week at the same time and place, or to such other day at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the members present shall be a quorum.
 - (b) MEETINGS shall be conducted in accordance with the recognised rules of debate.
 - (c) Only financial Adult Playing Members, at the time of the meeting shall be entitled to vote in person. There shall be no proxy voting. Playing Members who have been granted an Honorarium or Life Membership are entitled to vote.
 - (d) Every motion submitted to the meeting shall be decided in the first instance on the voices or in the event of a decision being in doubt (as to which the Chairperson shall be the sole judge) by a show of hands.
 - (e) If one fifth or more of the members present demand a ballot, a secret ballot will take place. The Chairman shall appoint (2) members to conduct the secret ballot in such manner as he/she shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting at which the ballot was demanded.

- (f) Each member having the right to vote shall have one vote on each motion submitted to the meeting but in the case of equality of voting on any such motion the Chairperson shall have a casting as well as a deliberative vote on that motion.
- (g) MINUTES of every meeting shall be kept in the usual manner in the Club's Minute Book and columned in accordance with usual practice. Minutes from Annual or Special Meetings shall be made available to Members entitled to vote for perusal by request to the General Manager.
- (h) Similarly, the minutes of every general meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting. However, the minutes of any Annual General Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting or annual general meeting.

COMMON SEAL

22. The Management Committee shall provide and the General Manager shall be responsible for the custody of a Common Seal for the Club.
- (a) The Common Seal shall not be affixed to any deed instrument or other document or paper except pursuant to a resolution of the Management Committee or of the Club in General Meeting and in the presence of two Officers of the Club who shall add their signature to the said deed document or paper.

PAYMENTS TO MEMBERS (Pecuniary Profit)

23. No Member of the Club or any person associated with the Club member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage what so ever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

BY-LAWS

- 24.
- (1) The Management Committee may from time to time make, amend or repeal By-laws, not inconsistent with these Rules, for the internal management of the Club.
 - (2) Any such By-law may be set aside by the members at a general meeting.
 - (3) Such By-laws may, without limiting in any way the matters which may be covered by By-laws, include By-laws on the following matters:-
 - (a) The rights and privileges which shall be accorded to the members of the Club;
 - (b) The qualifications, restrictions and conditions which shall be attached to membership of the Club;
 - (c) Arrangements with any other Associations or Clubs for reciprocal concessions or otherwise;

- (d) The duties, functions and privileges of members of the Management Committee; and
- (e) The internal management of the Club.

ALTERATION OF RULES

25. The Rules for the time being of the Club, may at General Meetings, be called in accordance with these rules be altered, added to, rescinded in whole or in part and/or replaced by resolution duly passed by a seventy five (75%) percent majority of the members present and entitled to vote. No addition to or alteration or appeal of the rules shall be approved if it affects the Pecuniary Profit clause (24) or the distribution of surplus Assets (27), however an amendment, repeal or addition is valid only if it is registered by the Chief Executive.

DISTRIBUTION OF SURPLUS ASSETS

26. If the Club shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under or by virtue of Rule 18 (e) as such institution or institutions to be determined by the members of the Club.

GENERAL

FINES

27. The Management Committee may impose a fine upon and suspend the playing rights of any members for a period to be determined by the Management Committee to be prejudicial to the good name of the Club, or proper preservation of the Golf Course, equipment or buildings PROVIDED that before any fine or suspension be so imposed such members shall be notified in writing and shall be entitled to appear before a meeting of the Management Committee and be heard in their defence. Any fine imposed by the Management Committee under this rule shall be recoverable in the same manner as subscriptions in arrears.

COURSE

28. No major alteration to the layout of the Gordonvale Golf Club shall be made unless approved by both the Management and the Golf Committee, and then, displayed prominently for the members to view.

PLAY ON THE COURSE

29. All Playing Members shall have the playing rights and use of the course as specified by these rules or as the Management Committee and Golf Committee shall authorise from time to time.

COMPLAINTS

30. Any complaint by a member shall be made in writing to the General Manager in order that it may be submitted to the Management Committee and none shall be dealt with by the Management Committee unless so made.

Complaints shall in the first instance be dealt with by either:

- (a) The General Manager or
- (b) The relevant sub-Management Committee as the General Manager shall in his/her discretion decides. Any complaint remaining unsatisfied shall be referred to the Management Committee by the General Manager or Sub Committee for the Management Committee action.

31. In no case shall a servant of the Club be instructed or reprimanded directly by a member except with express authority of the Management Committee.