

SOUTH AUSTRALIAN ASSOCIATIONS INCORPORATION ACT 1985

CONSTITUTION

OF

MOUNT OSMOND GOLF CLUB

INCORPORATION

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CONSTITUTION

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MOUNT OSMOND GOLF CLUB INCORPORATED

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SOUTH AUSTRALIAN ASSOCIATIONS INCORPORATION ACT 1985

CONSTITUTION

OF

MOUNT OSMOND GOLF CLUB INCORPORATED

STATEMENT OF PURPOSES

1. NAME OF THE CLUB

The Club shall be called the Mount Osmond Golf Club Incorporated ("Club").

2. OBJECTS OF THE CLUB

The objects for which the Club is established and maintained are to: -

- a) provide, conduct and maintain a golf club for the use of members of the Club;
- b) generally, afford to Club members all the usual privileges, advantages, convenience and accommodation of the Club;
- c) promote the importance of golf standards and golf etiquette;
- d) affiliate and otherwise liaise with the authorities controlling the game of golf in South Australia (and/or nationally) or other strategically aligned body or bodies in pursuit of these objects;
- e) use and protect the intellectual Property of the Club.
- f) undertake and do all such things or activities which are necessary, incidental or conducive to the advancement of these objects;

3. POWERS OF THE CLUB

For the purpose of carrying out the objects referred to in Rule 2 and in addition to and not in derogation of the powers set forth in the Act or any other power expressed or implied in this Statement or which arises otherwise by operation of law, the Club shall have the following powers in addition to those of a natural person and those conferred by Section 25 of the Act, namely:-

- a) to receive, hold, pay and apply funds: -
 - i) for the establishment and maintenance of the Club;
 - ii) for the implementation of the objects of the Club; and
 - iii) for the exercise of the following powers or any of them;
- b) to purchase, take on lease or in exchange, hire or otherwise acquire: -
 - i) any land, buildings, easements or property, real or personal ("Property"); and
 - ii) any rights or privileges which may be required for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Club ("Rights");

- c) to sell, improve, manage, develop, turn to account, lease, mortgage, exchange, dispose of or otherwise deal with such Property and Rights or any part or parts of the same from time to time;
- d) to grant rights or easements in, through, over, or upon any land and to acquire easements or other rights over any other land;
- e) to construct, improve, maintain or alter any land, buildings or works owned or controlled by the Club;
- f) to borrow or raise money to such extent and in such manner as may be determined from time to time by the Board (“Borrowings”)
- g) to secure the Borrowings or the repayment or performance of any debt, liability, contract, in any way and in particular by the issue of the debentures perpetual or grant charges, over, or otherwise encumber all or any of the Club’s property (both present and future) and to purchase, redeem or pay off such securities;
- h) to accept subscriptions, guarantees and donations (whether of real or personal property) and devices and bequests for all or any of the purposes of the Club and whether subject to any special trust or not (which special trust must be observed and performed) and either with or without a conditional right of repayment;
- i) to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Club’s objects or any of them;
- j) to obtain from any such government or authority any rights, privileges and concessions which the Club may think desirable to obtain and to carry out; exercise and comply with any such arrangements, rights, privileges and concessions;
- k) to appoint, employ, remove or suspend such persons as may be necessary or convenient for the purposes of the Club;
- l) to buy, sell and deal in all kinds of articles, commodities and provisions both liquid and solid, for Members or other persons frequenting the premises or facilities of or under the control of the Club;
- m) to invest and deal with money of the Club not immediately required in such manner as the Board thinks fit;
- n) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- o) to subscribe to, become a member of and co-operate with or amalgamate with any other association or organization, whether incorporated or not, whose objects are similar to those of the Club and which prohibits 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 its Rules or whose objects are in the opinion of the Board conducive to the furtherance of the objects of the Club;

- p) to institute, prosecute, conduct, defend or oppose legal proceedings, arbitrations, appeals, objections and actions of all kinds;
- q) to effect such contracts of insurance as the Board thinks fit, including insurance to indemnify the members of the Club or its Board against any liability to the Club or any third party arising out of any negligence, breach of duty or breach of trust of which any such member may be guilty; and
- r) to produce, develop, create license and otherwise exploit, use and protect intellectual property;
- s) to do or perform all such other acts and matters of things as are or as the Board may consider to be incidental or conducive to;
 - i) the attainment of all or any of the objects of the Club;
 - ii) or the exercise of all or any of the powers of the Club.

4. APPLICATION OF INCOME

- a) The income and property of the Club shall be applied solely towards the promotion of the objects of the Club as set out in this Statement of Purposes.
- b) Except as prescribed in this Statement of Purposes: -
 - i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- c) Nothing contained in clauses 4(a) or (b) shall prevent payment in good faith to any Member for:
 - i) any services actually rendered to the Club whether as an employee or otherwise;
 - ii) goods supplied to the Club in the ordinary and usual course of operation; or
 - iii) any other commercial purpose or reason,

Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5. LIABILITY OF MEMBERS

- a) The liability of the Members of the Club is limited.
- b) Every Member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up (other than for the purposes of reconstruction or amalgamation) while a Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of the Club contracted before the time at which he/she ceases to be a Member and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding \$1.00.

6. DISTRIBUTION OF PROPERTY ON WINDING UP

- a) If upon winding up or dissolution of the Club (other than for the purposes of reconstruction or amalgamation) there remains after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed among the Members of the Club but shall be given or transferred to some body or bodies ("Bodies") having purposes similar to the purposes of the Club.
- b) Such Bodies must: -
 - i) Prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as it's imposed on the Club by the Rules;
 - ii) Not be carried on for profit and
 - iii) Be similarly exempt (or entitled to be exempt) from income tax.
- c) Such Bodies must be determined by the Board at or before the time of dissolution. In default of such determination by the Board, then to such body or bodies as determined by a judge of the Supreme Court of South Australia or other Court as may have or acquire jurisdiction in the matter.

SOUTH AUSTRALIAN ASSOCIATIONS INCORPORATION ACT 1985

CONSTITUTION

OF

MOUNT OSMOND GOLF CLUB INCORPORATED

RULES

PART I - INTERPRETATION

1. NAME

The name of the Club is Mount Osmond Golf Club Incorporated (“Club”).

2. INTERPRETATION

a) **Definitions**

In these Rules and in the Statement of Purposes unless the contrary intention appears, these words shall have the following meanings:

“**Act**” meaning the Associations Incorporated Act South Australia 1985 as amended from time to time;

“**General Manager**” means the General Manager of the Club for the time being appointed under these Rules and includes any person acting in that position, for such time as that person is acting in that position;

“**Club**” means the Mount Osmond Golf Club Incorporated including its Course, Club House, all property, assets, buildings and equipment.

“**Club Delegate**” means an individual nominated in writing by the Board from time to time to attend General Meetings of Golf South Australia (GSA) or otherwise represent the Club at meetings of any kind or any other Delegate appointed from time to time, under Part IV Rule 17.

“**Board**” means the Board of Management of the Club, constituted in accordance with Part IV of these Rules.

“**Board Members**” means members of the Board duly elected or appointed under these Rules.

“**Elected Board Members**” means those Board Members referred to in Part IV Rule 18 and includes the elected Men’s Captain, Women’s Captain and Women’s Chairperson.

“Executive” means the body constituted in accordance with Part IV Rule 22 to carry on such functions as are deemed appropriate.

“Financial year” means the year commencing on 1 April of each year and ending on 31 March of the following year.

“Intellectual Property” means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, images (including photographs, videos or films) or service marks or any other items of intellectual property recognised at law of or relating to the Club or any event, competition or golf activity of or conducted, promoted or administered by the Club.

“Key Committees” means the bodies constituted in accordance with Part V Rule 24.

“Life Member” means an individual appointed as a Life Member of Club under Part II Rule 3.c.

“Member” means a member for the time being of the Club under Part II of these Rules.

“Membership Year” means the year commencing on 1 April of each year and ending on 31 March of the following year.

“President” means the President for the time being of the Club including any person acting in that capacity.

“Officers of the Club” means as determined by the Associations Incorporations Act 1985.

“Regulations” means any Regulations made by the Board under Part V Rule 25.

“Rules” means these Rules of the Club and includes the Statement of Purposes.

“Seal” means the common seal of the Club and includes any official seal of the Club.

“Special Resolution” means a resolution passed in accordance with the Act, or if no definition or procedure is specified in the Act, a resolution passed by a majority of three quarters of the Members present and entitled to vote (in person), where 21 day’s notice of the resolution has been given to those entitled to notice under these Rules.

b) **Interpretations**

In these Rules:

- i) A reference to a function includes a reference to a power, authority and duty;
- ii) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- iii) Words importing the singular includes the plural and vice versa;
- iv) Words importing any gender includes the other genders;
- v) References to persons includes corporations and bodies politic;
- vi) References to a person include the legal personal representatives, successors and permitted assigns of that person;

- vii) A reference to an Australian state includes a reference to an Australian territory;
 - viii) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
 - ix) A reference to “writing” shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- c) **Severance**
If any provision of these Rules or any phrase contained in them is invalid or unenforceable, the phrase or provision is:
- i) to be read down if possible, so as to be valid and enforceable; and
 - ii) otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Rules.
- d) **Act**
Except where the contrary intention appears, in these Rules, an expression that deals with a matter under the Act, has the same meaning as that provision of the Act.

PART II - MEMBERSHIP

3. MEMBERS

CLASS OF MEMBERS

- a) The Members shall consist of:
- i) **Senior Playing Members**
All Senior playing members shall have equal membership rights with the exception of playing rights. Persons shall be admitted to one of the following, at the discretion of the Board;
 - A. Seven (7) day members;
 - B. Six (6) day members;
 - C. Week day members
 - D. Country members, being persons living more than 100kms from the GPO and Country members playing rights shall be determined by the Board from time to time, but shall not exceed 20 rounds per annum.
 - ii) **Life Members** who subject to the Rules, shall have the same playing rights as a seven (7) day member and shall have the right to be present and to debate and vote at meetings of the Club.
 - iii) **Junior Members**
 - A. Any person over the age of 8 years and under the age of 18 years at the commencement of the membership year each year may be admitted as a Junior Member;
 - B. Junior Members shall have no voting rights and shall not be eligible to serve on the Board;

- C. Junior Members' playing rights shall be determined by the Board, from time to time, but shall not be less than the playing rights of a six-day member.
- iv) **Social Members**
 - A. A person may hold non-playing social membership providing such privileges as the Board may determine from time to time.
 - B. Such non-playing Social Members shall have no voting rights and shall not be eligible to serve on the Board.
- v) **Supernumerary Members**
 - A. A Member of the Club may give notice in writing to the General Manager of the Club of his or her inability on account of illness, temporary disability or absence from South Australia or any other reason approved by the Board to use the facilities of the Club from time to time.
 - B. Such applications will be considered by the Board and if the Board approves the same the Board must place the Member on the Supernumerary Member List on such terms and for such a period as the Board in its absolute discretion may determine.
 - C. Upon no longer being eligible (in the opinion of the Board) for the Supernumerary List the Board shall transfer the Member back to the Members' roll in a playing class open at such time or as determined by the Board.
- vi) **Honorary Members**

Honorary Membership may be conferred by the Board ex-officio to any person who in the opinion of the Board holds a position of responsibility within the Club from which the Club derives a benefit.
- vii) **Corporate Membership**

A resident Australian Corporation, or its Representatives, may be appointed as a Corporate Member under the terms and conditions as set down by the Board, from time to time.
- viii) **Temporary Members**

Temporary membership may be conferred on persons by the Board on such terms and conditions and with such rights and privileges as the Board determines from time to time.
- ix) **Under 30 Members**
 - A. Any person over the age of 17 and under the age of 30 years at the commencement of the membership year may be admitted as an Under 30 Member.
 - B. Under 30 members shall have equal membership rights as a Senior Playing Member.
 - C. Under 30 members' playing rights shall be determined by the Board, from time to time, but shall not be less than the playing rights of a six-day member.
- x) **Mt Osmond 100 Members**
 - A. Open to all members with an aggregate of at least 100 years with their age and years of Mt Osmond Golf Club membership.
 - B. Shall be entitled to 7 Day playing rights.

b) **Creation of New Classes**

The Board has the right and power from time to time to create new classes of membership with such rights, privileges and obligations as are determined applicable, even if the effect of creating a new class is to alter rights, privileges or obligations of an existing class of Members.

c) **Life Members**

The Board, by resolution, may appoint any natural person who has rendered outstanding service to the Mount Osmond Golf Club, where such service is deemed to have assisted the advancement of the Club.

d) **Application for Membership**

- i) Applications for any class of membership of the Club shall be made by way of a form provided by the Club and containing such particulars as the Board shall determine from time to time.
- ii) All current applications, including requests for transfers from one class of membership to another, shall be considered by the Board when vacancies occur in the class of membership sought and the Board shall accept or reject any application for membership by resolution to that effect passed by a majority of Board Members.
- iii) All requests for transfer from one class of membership to another must be in writing signed by the Member and directed to the General Manager.

e) **Membership Renewal**

In order to remain a Member each Member must renew his, her or its membership with the Club in accordance with the registration/renewal procedures determined by the Board and applicable from time to time.

4. **SUBSCRIPTION AND FEES**

- a) The annual membership subscription (if any) and fees (including application fees, entrance fees, calls and transfer fees from one class of membership to another and fines for late payment of subscriptions), payable by Members to the Club (and the time for and manner of payment) shall be determined by the Board.
- b) The Board shall have the power to waive payment in whole or part of such subscriptions and fees where, in the Board's opinion, it is in the best interests of the Club to do so.

5. **REGISTER OF MEMBERS**

a) **General Manager to Keep Register**

- i) The General Manager shall keep and maintain a Register in which shall be entered (as a minimum) the full name, address, class of membership and date of entry of each Member; and
- ii) Members shall provide notice of any change in required details to the Club within one month of such change.

b) **Inspection of Register**

Having regard to confidentiality considerations, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon request with reasonable notice.

- c) **Use of Register**
Subject to confidentiality considerations and any State or Commonwealth Act that may be in force the Register may be used by the Club to further the objects of the Club as the Board considers appropriate.

6. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- a) These Rules constitute a contract between each of them and the Club and that they are bound by these Rules and any Regulations made under them;
- b) They shall comply with and observe these Rules and Regulations and any determination, resolution or policy which may be made or passed by the Board or any duly authorised Committee or other entity with delegated authority;
- c) By submitting to these Rules and Regulations they are subject to the jurisdiction of the Club;
- d) The Rules and Regulations are necessary and reasonable for promoting the objects of the Club and particularly the advancement and protection of golf as a sport and
- e) They are entitled to all the benefits, advantages, privileges and services of Club membership (if applicable).

7. DISCONTINUANCE OF MEMBERSHIP

- a) **Notice of Resignation**
 - i) Any Member may resign from the Club by giving notice at any time in writing of such intention to withdraw or resign, but such resignation shall not take effect until 31 March of the subscription year ("Resignation Date")
 - ii) Resignation as a Member shall not relieve a Member from the obligation to pay any monies (including membership fees or calls) then due and payable or that become due and payable on or before the Resignation Date.
- b) **Failure to Continue Membership**
If a Member has not renewed his/her membership at the due date that party's privileges and voting rights will lapse and participation in competitions will be denied.
- c) **Member to Re-apply/Reinstatement**
A Member whose membership has been discontinued or has lapsed under this Rule 7
 - i) May seek renewal or re-apply for membership in accordance with these Rules and
 - ii) May be re-admitted at the discretion of the Board, with such conditions as it deems appropriate.
- d) **Suspension of Rights**
Any Member which or who has not paid all monies due and payable by that Member to the Club shall (subject to the Board's discretion) have all rights and appointments under these Rules suspended, including the right to vote at meetings, until such time as the monies are fully paid.

8. DISCIPLINE OF MEMBERS

a) **Disciplinary Measures**

- i) The Club may discipline a Member by:
 - A. Expelling the member; or
 - B. Warning the Member that a further sustained complaint may result in expulsion; or
 - C. Fining the Member; or
 - D. Reprimanding the Member; or
 - E. Suspending the Member; or
 - F. Imposing such other penalty or arriving at such other resolution as is considered appropriate.

b) **Relevant Committee**

If a complaint is received by the Club concerning a Member the matter shall be dealt with by the Committee deemed appropriate by the Board ("Relevant Committee")

c) **Explanation**

The Relevant Committee must decide whether to call upon the Member to explain the conduct complained of.

d) **No Action Without Explanation**

If the Relevant Committee does not decide to call for an explanation, no disciplinary action can be taken.

e) **Explanation Called For**

If the Relevant Committee does decide to call for an explanation, the Member must be advised in writing

- i) Of the conduct complained of; and
- ii) That the Member is entitled to present oral or written evidence or argument to the Relevant Committee at a meeting on a given date.

f) **Committee Meeting**

At the Relevant Committee meeting, the Relevant Committee must:

- i) Give the Member the opportunity to be heard; and
- ii) Consider any written document presented to it on behalf of the Member.

g) **Decision**

The Relevant Committee must then decide whether the complaint is sustained and if so, what penalty should be imposed and advise the Member of the decision.

h) **Appeal**

A member disciplined may appeal the decision of the Relevant Committee.

i) **Notice of Appeal**

The notice of appeal must be delivered to the General Manager within fourteen days of the date on which the Member is notified of the Relevant Committee's decision.

j) **Effect Postponed**

The decision of the Relevant Committee to discipline the member has no effect after the delivery of the notice of appeal unless and until it is confirmed by the Board.

- k) **Board Hearing**
The General Manager must then call a Special Meeting of the Board to consider only the appeal.
- l) **Procedure at Meeting**
The Member disciplined must be given the opportunity
 - i) To circulate any written material with the notice of the meeting; and
 - ii) To address the meeting; and
 - iii) To present written material to the meeting.
- m) **Confirm or Reject**
The Board must then decide whether to confirm or reject the decision of the Relevant Committee.
- n) **Required Vote**
A resolution to confirm the decision of the Relevant Committee, or any other resolution to discipline the member, is not carried unless sixty per cent of the Board Members present in person vote in favour of the resolution.
- o) **Natural Justice**
The principles of natural justice must apply under this Rule 8.

PART III – GENERAL MEETINGS

9. ANNUAL AND SPECIAL GENERAL MEETINGS

- a) **Annual General Meetings**
 - i) The Club shall hold an Annual General Meeting in accordance with these Rules on a date and at a venue to be determined by the Board and the provisions of the Act (if any) and in order to comply with any requirements in respects of reporting accounts.
 - ii) The General Manager shall post a notice of the date of the Annual General Meeting on the notice board in the Club House at least sixty (60) days before the date fixed for such a meeting.
- b) **Notice of Annual and Special General Meetings**
 - i) Notice of every Annual and Special General Meeting shall be issued electronically to the address registered with the Club for all members, unless otherwise stipulated by the Member or by the absence of a registered email address in which case the postal address registered with the Club shall be used. The auditor, General Manager shall also be entitled to issue notice of every Annual and Special General Meeting, at their last notified address.
 - ii) At least 14 days' notice (or such other period as is required by the Act) of an Annual or Special General Meeting shall be given to those Members entitled to receive notice, together with:
 - A. The agenda for the meeting;
 - B. Any notice of motion received from Members;

- iii) The Club shall post on its website at least 14 days prior to the Annual General Meeting a copy of the audited Balance Sheet and accounts of the Club. Such posting will be within the 'Member Only' portal until such time as the Annual General Meeting shall be held. The Club will provide a hard copy of the Balance Sheet and accounts to any member who requests a copy.
- c) **Business of Annual General Meetings**
 - i) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Board members under these Rules and the appointment of the auditors.
 - ii) **Business Transacted**
No business other than that stated on the notice shall be transacted at that meeting.

10. NOTICE OF MOTION

- a) **Notices of Motion to be Submitted**
Members shall be entitled to submit notices of motion. All notices of motion for inclusion as special business at an Annual or Special General Meeting must be submitted in writing to the General Manager not less than 35 days (excluding receiving date and meeting date) prior to the Annual or Special General Meeting.
- b) **Unsuccessful Notice of Motion**
A motion of which due notice has been given, if unsuccessful, cannot be resubmitted nor may any other motion having a similar effect be moved at a subsequent Annual or Special General Meeting for a period of 12 months.

11. SPECIAL GENERAL MEETINGS

- a) **Special General Meetings may be held**
The Board may, whenever it thinks fit, convene a Special General Meeting of the Club and where, but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.
- b) **Requisition of Special General Meetings**
 - i) The General Manager shall, on the requisition in writing of twenty Members, convene a Special General Meeting.
 - ii) The requisition for a Special General Meeting shall
 - A. State the object(s) of the meeting;
 - B. Be signed by the Members making the requisition; and
 - C. Be sent to the General Manager;
 And may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
 - iii) If the General Manager does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of the Board, may convene a Special General Meeting to be held not later than 3 months after that date.

- c) **Notice of the Special General Meeting**
Notice of a Special General Meeting convened under Rule 11(b) shall be given in accordance with Rule 9(b).

12. PROCEEDINGS AT ANNUAL AND SPECIAL GENERAL MEETINGS

- a) **Quorum**
 - i) No business shall be transacted at any Annual or Special General Meeting unless a quorum is present at the time when the meeting proceeds to business.
 - ii) A quorum for an Annual General Meeting of the Club shall be twenty members.
 - iii) A quorum for a Special General Meeting shall be forty members.

- b) **President to Preside**

The President shall, subject to these Rules, preside as Chairman at every Meeting of the Club convened under Rules 9 or 11 except:

 - i) In relation to any election for which the President is a nominee; or
 - ii) Where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside, the Members shall appoint one of their number to preside as Chairman in his/her place for that meeting only.

- c) **Adjournment of Meeting**
 - i) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or postponed to such other day and at such other time and place as the Chairman may determine.
 - ii) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.
 - iii) The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.
 - iv) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - v) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - vi) Except as provided in Rule 12(c) (v) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjournment meeting.

- d) **Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

 - i) By the Chairman; or
 - ii) By a simple majority of Members.

- e) **Recording of Determinations**
Unless a poll is demanded under Rule 12(d), a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the resolution of the meeting.
- f) **Where Poll Demanded**
If a poll is duly demanded under Rule 12(d) it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

13. VOTING AT ANNUAL AND SPECIAL GENERAL MEETINGS

- a) **Members entitled to Vote**
All members in the five-day, six-day and seven-day categories, Life, Country, Mt Osmond 100 and Under 30 members shall be entitled to vote at any Annual or Special General Meeting of the Club, subject to Rule7 (d).
- b) **President may exercise Casting Vote**
Where voting at General Meetings is equal the Chairman may exercise a casting vote. The Chairman has no deliberative vote.

14. ABSENTEE VOTING

- a) **Absentee Voting Permitted**
 - i) Absentee voting shall be permitted at general meetings by way of a Ballot Paper obtained from the General Manager and which has been duly completed, executed and lodged by the member with the General Manager no later than 10.00am on the day of the meeting.
 - ii) Absentee votes may only be lodged for the election of Club President, Women's Chairperson, Men's & Women's Captain and ordinary Board members.
- b) **Direct Voting**
The Board may determine from time to time that Members will be entitled to a direct vote on a Special Resolution of a duly convened meeting of the Club. The appropriate form and method by, or medium through which the direct voting will be cast by Members, will be determined by the Board.

PART IV – THE BOARD OF MANAGEMENT OF THE CLUB

15. POWERS OF THE BOARD

- a) Subject to the Act and these Rules, the business of the Club shall be managed and the powers of the Club shall be exercised, by the Board. In particular, the Board shall be responsible for acting in accordance with the objects of the Club and shall operate for the benefit of the Members.
- b) The Board shall be the policy making body for the Club and shall;
 - i) Determine major strategic directions of the Club;
 - ii) Determine policies;

- iii) Review the Club's performance in achieving its pre-determined aims, objectives and policies; and
- iv) Determine such other matters as are referred to it by Key Committees, other Committees and Members of the Club.

16. COMPOSITION OF THE BOARD

- a) **Composition of the Board**
 - i) The President, who shall be elected under this Part Rule 18
 - ii) Men's Captain who shall be elected under this Part Rule 18
 - iii) Women's Chairperson who shall be elected under this Part Rule 18
 - iv) Women's Captain who shall be elected under this Part Rule 18 and
 - v) Four ordinary Board Members who shall be elected under this Part Rule 18
- b) **Portfolios**
If the Board considers it appropriate in order to further the objects and purposes of the Club it may allocate Board Members to specific portfolios, with specific responsibilities, as determined at the discretion of the Board.
- c) **Right to Co-opt**
It is expressly acknowledged that the Board shall have the right to co-opt any person with appropriate experience to assist the Board in respect of such matters and on such terms as the Board thinks fit. Any person so co-opted shall not be a Board Member and shall not exercise the rights of a Board Member, but shall act in an advisory role only.

17. DELEGATES

- a) **Appointment of Golf SA Delegates**
The Board shall from its members or person holding other Committee or executive positions appoint Golf SA Delegates for a term of one year or such other periods as the Board deems necessary. The person may be re-appointed in any subsequent year.
- b) **Other Delegate**
The Board also has the right to appoint delegates for other purposes deemed necessary by the Board to further the objects of the Club. The term of any such appointments shall be at the discretion of the Board.
- c) **Vary Appointments**
The Board may vary such appointments and appoint replacements or additional delegates as it sees fit.

18. ELECTION OF BOARD MEMBERS OF THE CLUB

- a) **Nominations of Candidates**
 - i) Nominations of candidates for election as Board Members, including the Club President and ordinary Board Members shall be;
 - A. Made in writing, signed by two Members of the Club entitled to vote under Part III, Rule 13(a), accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and

- B. Delivered to the General Manager not less than 28 days before the date fixed for the holding of the Annual General Meeting.
 - ii) Nominations of candidates for election as Men's Captain shall be;
 - A. Made in writing signed by two male members of the Club entitled to vote under Part III, Rule 13(a) accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
 - B. Delivered to the General Manager of the Club not less than 28 days before the date fixed for the holding of the Annual General Meeting.
 - iii) Nominations of candidates for election as Women's Chairperson and Women's Captain shall be;
 - A. Made in writing and countersigned by two female members entitled to vote under Part III, Rule 13(a) and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
 - B. Delivered to the General Manager not less than 28 days before the date fixed for holding of the Annual General Meeting.
 - iv) If only one nomination under Rule 18(a) (i), (ii) or (iii) is received for each respective vacancy the nominee shall be deemed elected;
 - v) If insufficient nominations under either Rule 18(a)(i), (ii) or (iii) are received to fill each respective vacancy the nominees shall be deemed to be elected and any further vacant positions shall be filled by the Board under Rule 19;
 - vi) If the number of nominations under either Rule 18(a) (i) or (iii) exceeds the number of respective vacancies to be filled there shall be a ballot under Rule 18(b);
 - vii) The elections will take place at the Annual General Meeting.
- b) **Voting Procedures – Annual General Meeting**
 - i) Notwithstanding anything in this Constitution, but subject to the requirements of the Associations Act, elections shall be by secret ballot of papers or by electronic means. Provided, however that if a ballot is conducted by electronic means it is in accordance with the appropriate regulation(s) as formulated by the Board under the powers of the Constitution and, so far as any provision of this Constitution is unable to be construed to apply to ballot by electronic means that part of the Constitution is, if the Board elects to conduct a ballot by way of electronic means, of no force or effect.
 - ii) Subject to Rule 18(b) (iii) and (iv) each member entitled to vote under Part III, Rule 13(a) shall have one vote at the Annual General Meeting in person or as an absentee under Part III, Rule 14(a).
 - iii) Only male Members entitled to vote under Part III, Rule 13(a) shall vote for candidates for the election of the Men's Captain.
 - iv) Only female Members entitled to vote under Part III, Rule 13(a) shall vote for candidates for the election of the Women's Chairperson and Women's Captain.
- c) **Terms of Office of Elected Board Members**
 - i) The Board Members, and the President elected under this Rule 18 shall hold office for two years in succession;

- ii) The Board Members, and the President may seek re-election provided that their term of office shall not exceed six years in total in one respective position on the Board or as an Officer of the Club;
- iii) The terms of office of the elected Members under this Rule 18 shall commence at the conclusion of the Annual General Meeting in the year of their first election; and
- iv) The Board Members in place immediately prior to the approval of these Rules under the Act shall continue in those positions and their terms of office shall commence in the year of their first election.

d) **Vacancies of Board Members**

Grounds for termination of Office of Board Members

In addition to the circumstances in which the office of a Board Member becomes vacant by virtue of the Act, the office of a Board Member becomes vacant if the Board Member;

- i) Dies;
- ii) Becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- iii) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- iv) Resigns his/her office in writing to the Club;
- v) Is absent without the consent of the Board from meetings of the Board held during a period of 6 months;
- vi) Has been expelled or suspended from membership without further recourse under these Rules;
- vii) In the opinion of the Board in its discretion:
 - A. Has acted in a manner unbecoming or prejudicial to the objects and interests of the Club and/or golf; or
 - B. Has brought the Club or golf into disrepute; or
- viii) Would otherwise be prohibited from being a director of a corporation under the Corporation Law

e) **Remaining Board Members may act**

- i) In the event of a casual vacancy or vacancies in the office of a Board Member or Board Members, the remaining Board Members may act but, if the number of remaining Board Members is not sufficient to constitute a quorum (Part IV, Rule 21(e) at a meeting of Board Members, they may act only for the purpose of increasing the number of Board Members to a number sufficient to constitute such a quorum.

19. CASUAL VACANCIES

a) **Board Members**

- i) In the event of a casual vacancy in the office of any Board Member, the Board may appoint an eligible Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.
- ii) Should the Board Members be reduced in number to three or less, a Special General Meeting shall be convened by the General Manager, or if there is no General Manager, a surviving Board Member, for the purpose of filling the vacancies.

20. LEAVE OF ABSENCE – BOARD MEMBERS

a) **Grant Leave of Absence**

The Board shall grant a leave of absence to a Board Member for a period not exceeding 3 months, on the submission of a written application for such leave to the General Manager.

b) **Discretion as to Leave of Absence**

The Board may, in its discretion, grant leave of absence to a Board Member for such a period as it sees fit following consideration of an application submitted in writing to the General Manager, provided:

- i) If such period is less than 6 months, the Board may appoint a temporary replacement from among eligible Members;
- ii) If such a period is 6 months or more, that Board Member is taken to have resigned his/her position (and a casual vacancy arises), but the Board Member shall be entitled to seek re-election at the Annual General Meeting at which his/her term of office would have expired; and
- iii) In no circumstances shall the leave of absence exceed the remaining term of office of the Board Member.

21. MEETINGS OF THE BOARD

a) **Board to Meet**

- i) The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business;
- ii) With a minimum of one meeting per annum (but at least as often as is required under the Act). Subject to these Rules the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- iii) Five Board Members may at any time, and the General Manager shall on the requisition of five Board Members, convene a meeting of the Board within a reasonable time.

b) **Decision of Board**

- i) Subject to these Rules, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Board Members shall for all purposes be deemed a determination of the Board.
- ii) All Board Members (except the Chairman) shall have one vote on any question;
- iii) The Chairman shall have a casting vote when voting is equal, but shall not have a deliberative vote.

c) **Minutes of all Resolutions**

- i) Minutes of all resolutions and proceedings of the Board shall be entered in a book kept for this purpose by the General Manager;
- ii) The minutes shall be confirmed at the next meeting of the Board;
- iii) All minutes of Board meetings shall be available for inspection by any Member entitled to vote.

- d) **Resolutions not in Meeting**
- i) A resolution in writing signed or assented to by teleconference meetings or other electronic communication by all the Board Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Board Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.
 - ii) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
 - A. All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - B. Notice of the meeting is given to all the Board Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or these Rules;
 - C. Such notice specifies that Board Members are not required to be present in person;
 - D. In the event that a failure in communications prevents condition A. from being satisfied by that number of Board Members which constitutes a quorum, and none of such Board Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held, then the meeting shall be suspended until condition A. is satisfied again;
 - E. If such condition A. is not satisfied within 15 minutes from the interruption, then the meeting shall be deemed to have terminated or adjourned;
 - F. Any meeting held where one or more of the Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present;
 - G. If no Board Member is there present, the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.
- e) **Quorum**
- At meetings of the Board the number of Board Members whose presence is required to constitute a quorum is five.
- f) **Notice of Board Meetings**
- i) Unless all Board members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or attendance in accordance with this Rule), not less than 14 days written notice of the meeting of the Board shall be given to each Board Member.
 - ii) The agenda shall be forwarded to each Board Member prior to such meeting, together with:
 - A. Recommendations from Key Committee or other Committees (Delegations Rule 24)
 - B. Any notice of motion received from Board Members;
 - C. Complaints from members.

- g) **Conflict of Interest**
 - i) A Board Member shall declare his/her interest in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise and shall absent himself/herself from discussions of such matter and shall not be entitled to vote in respect of such matter;
 - ii) In the event of any uncertainty as to whether it is necessary for a Board Member to absent himself/herself from discussion or refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

- h) **President to act as Chairman**
 - i) The President shall, subject to these Rules, preside as Chairman, at every Board meeting.
 - ii) If the President is not present, or is unwilling or unable to preside, the Board members shall appoint one of their number to preside as Chairman in his/her place for that meeting only.

- i) **Voting Rights**
 - i) Subject to these Rules, each member of the Board, except the President who shall have a casting vote in the event of a deadlock, shall have the right to exercise one vote at meetings of Board.
 - ii) Proxy voting shall not be permitted.

- j) **Notices of Motion to be submitted**

All notices of motion other than recommendations from Key Committees for inclusion on the agenda at a Board meeting must be submitted in writing to the General Manager not less than 14 days (excluding receiving date and meeting date) prior to the Board Meeting.

- k) **Unsuccessful Notice of Motion**

A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor any other motion having a similar effect be moved at a subsequent Board meeting for a period of 12 months.

22. EXECUTIVE

- a) There shall exist an Executive which will be constituted by such Board Members as the Board deems fit from time to time, which shall include the President and General Manager.
- b) The general administration of the Club shall be carried on by and be the responsibility of the Executive between meetings of the Board and any decisions, made by the Executive in so acting shall be binding upon the Board.

23. GENERAL MANAGER

- a) **Appointment of General Manager**

The General Manager shall be appointed by the Board for such a term and on such conditions as it thinks fit.

- b) **Duties**
The General Manager shall be responsible to the Board for the proper and efficient conduct of the Club in accordance with these Rules, the Act and Regulations as determined by the Board from time to time.
- c) **Broad Power to Manage**
 - i) Subject to the Act, these Rules, the Regulations and any policy directive of the Board, the General Manager has power to perform all such things as appear necessary or desirable or as directed by the Board for the proper management and administration of the Club.
 - ii) No resolution passed by the Club in General Meeting shall invalidate any prior act of the General Manager or the Board within the scope of his/her or its authority which would have been valid if that resolution had not been passed.

PART V – MISCELLANEOUS

24. DELEGATIONS

- a) **Board may Delegate Functions**
 - i) The Board may by instrument in writing, create, establish or appoint from among its own members, Members of the Club or otherwise, Committees, delegates or consultants to carry out such duties and functions and with such powers, as the Board determines.
 - ii) It is expressly acknowledged that any entity exercising delegated powers shall have the right to co-opt persons with appropriate experience or expertise to that entity, subject to the Board's right of veto in respect of that person.
- b) **Delegation by Instrument**
The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
 - i) The power of delegation; and
 - ii) A function imposed on, but restricted to, the Board or the General Manager by the Act or any other law, or these Rules or by resolution of the Club in General Meeting.
- c) **Delegated Function Exercised in Accordance with Terms**
A function, the exercise of which has been delegated under this Rule, may whilst the delegation remains un-revoked, be exercised from time to time in accordance with the terms of the delegation.
- d) **Procedure of Delegated Entity**
 - i) The procedures for any entity exercising delegated power shall, subject to these Rules and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under Rule 21.
 - ii) The entity exercising delegated powers shall not make decisions otherwise than in accordance with the objects and purposes of the Club and shall

- A. Promptly provide the Board with details of all material decisions; and
 - B. Provide any other reports, minutes and information as the Board may require from time to time.
- e) **Delegation may be Conditional**
A delegation under this Rule may be made subject to such conditions or limitations whether as to the exercise of any function or as to the time or circumstances as may be specified in the delegation.
- f) **Revocation of Delegation**
The Board may by instrument in writing, revoke wholly or in part any delegation made under this Rule, and may amend or repeal any decision made by such body or person under this Rule.
- g) **Key Committees**
- i) There shall exist within the Club bodies known as Key Committees.
 - ii) Such Key Committees shall be constituted and established by the Board as the Board deems necessary from time to time.
 - iii) The Board has the power by regulation to determine the rules, functions, duties, powers and responsibilities of Key Committees.

25. REGULATIONS

- a) **Board to Formulate Regulations**
- i) The Board may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Club and the objects of the Club as it thinks necessary or desirable.
 - ii) Such regulations must be consistent with the Rules of the Club and any policy directives of the Board.
- b) **Regulations Binding**
All regulations made under this Rule shall be binding on the Club and Members of the Club.
- c) **Regulations Deemed Applicable**
All rules, by-laws and regulations of the Club and of the Club in force at the date of the approval of these Rules under the South Australian Act in so far as such rules and regulations are not inconsistent with, or have been replaced by these Rules, shall be deemed to be Regulations under this Rule.
- d) **Bulletins Binding on Members**
- i) Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members of the Club by means of Bulletins or such other means and as approved by the Board and prepared and issued by the General Manager.
 - ii) Such inclusions in the Bulletins are binding upon all Members once prepared and issued under Rule 25(d) (i).

26. RECORDS AND ACCOUNTS

- a) **General Manager to Keep Records**

The General Manager shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board and shall produce these as appropriate at each Board or General Meeting.
- b) **Records kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the South Australian Act. The books of account shall be kept in the care and control of the General Manager.
- c) **Club to Retain Records**

The Club shall retain such records for 7 (seven) years after completion of the transactions or operations to which they relate.
- d) **Board to Submit Account**

The Board shall submit to the Members at the Annual General Meeting the Statements of Account of the Club in accordance with these Rules.
- e) **Accounts Conclusive**

The Statements of Account when adopted by the Board and received by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.
- f) **Accounts to be sent to Members**

The General Manager shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Club in accordance with these Rules, a copy of the Statements of Account, the Board's report, the auditor's report and every other document required under the Act (if any).
- g) **Financial Reporting**
 - i) The General Manager shall receive all monies belonging to the Club and disburse the same under the direction of the Board.
 - ii) The General Manager shall report in writing the state of the finances when required to do so by the Board and at the Annual General Meeting there shall be presented an audited statement of Receipts and Expenditure for the year.
 - iii) All negotiable instruments shall be signed, drawn, accepted, endorsed and otherwise executed, as the case may be, by the General Manager and any one duly authorised Board member or two duly authorised Board members or in such other manner the Board members determine.
 - iv) The General Manager shall act as Secretary and Public Officer of the Club.

27. AUDITOR

- a) **Appointment**

A properly qualified auditor or auditors shall be appointed by the Club at a General or Special Meeting and the remuneration of such auditor or auditors fixed.

- b) **Duties**
The auditor's duties shall be regulated in accordance with the South Australian Act, in accordance with generally accepted principles and/or any applicable code of conduct.
- c) **Removal**
The auditor may be removed by the Club at a General or Special Meeting.

28. NOTICE

Manner of Notice

- a) Notices may be given by the General Manager to any Member or Delegate by sending the notice by pre-paid post, by electronic mail, to the Member's registered address or electronic mail address, or in the case of a Delegate, to the last notified address, or electronic mail address.
- b) A notice sent by email or post to a Member at the address appearing in the register of addresses at the Club shall be deemed served forty-eight hours from the time of posting irrespective of whether or not the same is received by the Member.

29. SEAL

- a) **Safe Custody of Seal**
The General Manager shall provide for safe custody of the Seal.
- b) **Affixing Seal**
The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by 2 Board Members or 1 Board Member and General Manager.

30. PATRON

The Club at a General or Special Meeting may appoint a Patron as it determines from time to time.

31. ALTERATIONS OF STATEMENT OF PURPOSES AND RULES

These Rules (including the Statement of Purposes), shall not be altered except by Special Resolution in accordance with the Act.

32. INDEMNITY

- a) To the extent permitted by law, every Officer of the Club (excluding an auditor) must be indemnified out of the property of the Club against any liability to any person (other than the Club or a related body corporate) incurred by them in their capacity as Officer unless the liability arises out of conduct involving a lack of good faith;
- b) Without limiting clause 32(a) the Club must indemnify, out of the property of the Club, each Officer of the Club against any liability for costs and expenses incurred by the person:

- (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (ii) in connection with any application in relation to such proceedings in which the Court grants relief to the person.

33. DISSOLUTION

a) **Act to Apply**

Subject to paragraph (b) below, the Club may be wound up in accordance with the provisions of the Act.

b) **Repeat Provision**

The provisions of Clauses 5 & 6 of the Statement of Purposes relating to the winding up and dissolution of the Club shall take effect and be observed as if the same were repeated in these Rules.

c) The Association may be wound up in the manner provided for in the Act.