



WOODLANDS  
NATURALLY INVITING

**MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
WOODLANDS GOLF CLUB**

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***INCORPORATING AMENDMENTS ADOPTED AT THE ANNUAL GENERAL MEETING  
HELD WEDNESDAY 9 NOVEMBER, 2011***

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**MEMORANDUM OF ASSOCIATION  
OF WOODLANDS GOLF CLUB**

1. The name of the Club is "**WOODLANDS GOLF CLUB**".
2. The objects for which the Club is established are:
  - (a) To promote the game of golf and all other athletic sports and pastimes and to encourage social life between the Members of the Club.
    - (aa) To hold a Licence under the Liquor Control Act.
  - (b) To establish, maintain and carry on a golf club for the accommodating of the Members of the Club and their friends and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of such a club (including bowling greens, croquet lawns, squash and tennis courts, billiard tables, chess, draughts and other lawful outdoor and indoor games for the Members).
  - (c) To acquire by purchase, lease, sublease, transfer of lease or otherwise land, golf links and grounds for any of the purposes mentioned in the Memorandum at Mordialloc or any other place in the State of Victoria and to lay out, prepare and maintain the same for golf and other athletic sports or pastimes and/or erect thereon any building of any sort needed by the Club.
  - (d) To construct, alter, add to and maintain any building required for the purposes of the Club.
  - (e) To provide, make purchase or hire to sell and to maintain all kinds of motor vehicles, prime movers, tractors, live stock machinery of all types golf course and other sporting equipment, tools, pumps, drills, utensils, watering systems, seeds, trees, shrubs, manures, plants, furniture, ornaments, trophies, linen, household goods, stores, books, papers, stationery and other articles and things which may be needed or found convenient in equipping and maintaining the grounds, Clubhouse and buildings and generally for the purposes of the Club.
  - (f) To provide for Members of the Club all articles used in connection with the game of golf and other athletic sports and pastimes played on or in the Club's premises and as a Club to supply all kinds of liquor and tobacco provisions and refreshments required or used by the Members of the Club or their permitted guests and to apply for a Club Licence.
  - (g) To engage and employ the various kinds of employees considered necessary for the purposes of the Club and to pay to them in return for services rendered to the Club salaries, wages, gratuities and pensions.
  - (h) To enter into Contracts of all kinds with caterers for the supply of food provisions and refreshments to Members of the Club and permitted guests.
  - (i) To promote and hold either alone or jointly with Golf Australia, the Victorian Golf Association, Womens Golf Australia, Womens Golf Victoria or any other association, club, companies or persons, meetings, competitions and matches for the playing of golf and other athletic sports or pastimes and alone or in conjunction with others to offer, give or contribute towards prizes, medals and awards therefore.

- (j) To establish, promote or assist in establishing or promoting and to subscribe to or become a Member of any association or club whose objects are similar or in part similar to the objects of the Club or the establishment or promotion or joining of which may be beneficial to the Club. Provided that no subscription be paid to any such other association or club out of the funds of the Club except bona fide in furtherance of the objects of the Club.
- (k) To support and to subscribe to any charitable or public institution or society and to give pensions gratuities Christmas boxes or charitable aid to any employee who may have served the Club or to the spouse children or other relatives of such persons to make payments towards insurances whether statutory or otherwise and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club.
- (l) Solely for the purpose of carrying out the aforesaid objects, the Club shall have power to do all or any of the following:
  - 1. To invest and deal with the moneys of the Club not immediately required upon such security and in such manner as may from time to time be determined by the Board.
  - 2. To borrow or raise and secure the payment by the Club of money in such manner and on such terms as to interest and repayments as the Club or the Board shall think vital and in particular by the issue of debentures or debenture stock and/or by mortgage or charge whether regenerable or otherwise upon all or any part of the property of the Club and to purchase redeem or pay off any such loans or securities.
  - 3. To draw, accept, endorse, discount, execute and issue promissory notes bills of exchange debentures and other negotiable or transferable instruments.
  - 4. To sell or otherwise dispose of or lease the whole or any part of the assets of the Club.
  - 5. To do such other lawful things as are incidental or conducive to the attainment of all of the aforesaid objects or any of them.

Provided that the Club shall not support with its funds any activity or endeavour to impose on or procure to be observed by its Members or others any regulations or restrictions which if an object of the Club would make it a trade union within the meaning of the Trade Unions Act 1958.

- 3. The income and property of the Club whensoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in this memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the persons who at any time are or have been Members of the Club or to any of them or to any person claiming through any of them PROVIDED that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Club or to any Member of the Club or to any other person in return for any services actually rendered to the Club nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from or lawfully due to any Member of the Club nor of reasonable out-of-pocket expenses property incurred by a Member employed under the authority of the Board of the Club in matters relating to its concerns.
- 4. The third and eighth paragraphs of this Memorandum of Association contain conditions upon which a licence is granted by the Commission to the Club in pursuance of the provisions of Section 66 of the Companies (Victoria) Code.

5. If any Member of the Club pays or receives any dividend bonus or other profit in contravention of the third paragraph of this memorandum the liability of every Member of the Board who has concurred in or authorised such payment shall be unlimited and the liability of every Member of the Club who has received any such dividend bonus or other profit as aforesaid shall likewise be unlimited.
6. Every Member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he or she is a Member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time which he or she ceases to be a Member and of the costs charges and expenses of winding up the same and for the adjustments of the rights of the contributors amongst themselves such amount as may be required not exceeding twelve dollars and sixty cents or in case of his or her liability becoming unlimited such other amount as may be required in pursuance of the last preceding paragraph of the Memorandum.
7. If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Club but shall be given to or transferred to some other company club institution or institutions having objects similar to the objects of the Club to be determined by the Members of the Club at or before the time of dissolution or in default thereof by such Judge of such Court as may have or acquire jurisdiction in the matter.
8. True accounts shall be kept of the sums of money received and expended by the Club and the manner in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Club and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being shall be open to the inspection of the Members. Once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.
9. The liability of Members is limited.

**ARTICLES OF ASSOCIATION  
OF  
WOODLANDS GOLF CLUB**

**NUMBERS OF MEMBERS:**

1. The Company for the purposes of registration is declared to consist of 2500 Members.
2. The Company in general meeting may if thought fit from time to time register an increase of Members.

**INTERPRETATION:**

3. These Articles shall be construed with reference to the provisions of the Code and the terms used in these Articles shall be taken as having the same respective meanings as they have when used in the Code.

In these Articles unless there be something in the subject or context inconsistent therewith:

“Act” means the Corporations Act 2001.

"Board" means the persons referred to in Article 36.

"Club" means the abovenamed Company.

"Code" means the Companies (Victoria) Code as applied by the Companies (Application of Laws) Act 1981 of the State of Victoria.

"General Body of Members" means the persons elected to the categories of the membership of the Club referred to in Article 6(b).

“Lady Members Council” means a council elected by lady Members to conduct golf and related activities for lady Members of the Club as referred to in Article 45(b) and the By-Laws”.

"Month" means calendar month.

"General Manager" means the person for the time being performing the duties of the Office of Secretary of the Club.

“Traditional Events” means events designated by the Board as Traditional Events and includes Board Events.

"Weekdays" means Monday to Friday (both inclusive).

"Year" means the Club's financial year.

Words importing the singular number only include the plural number and vice versa. Words importing the masculine gender include the feminine gender and vice versa.

The headings to these Articles shall not be taken as part thereof or in any manner affect the interpretation or construction of the same.

## **OBJECTS:**

4. The Club is established for the purposes expressed in the Memorandum of Association and particularly for the purposes of providing and maintaining from the joint funds of the Club a suitable golf course and Clubhouse for the Members and their guests. The income and property of the Club whensoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in the said Memorandum of Association and no part thereof shall be paid or transferred directly or indirectly by way of dividend bonus gratuity or otherwise by way of profit to the Members of the Club. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Club or to any Member of the Club in return for any services actually rendered to the Club or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the lowest rate for the time being paid by the Commonwealth Bank of Australia on term deposits on money borrowed from any Members of the Club or reasonable and proper rent for premises demised or let by any Member to the Club but so that no Member of the Board of the Club shall be appointed to any salaried office of the Club or any office of the Club paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member of such Board except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club. Provided further that no person shall receive a greater profit benefit or advantage from the Club other than a remuneration or honorarium approved by the Liquor Control Commission for work done by the General Manager, Treasurer or other officer of the Club or salary or wages paid to employees. The Club shall have the power to hold a Liquor Licence under the Liquor Control Act.

## **MEMBERS AND TRANSITIONAL ARRANGEMENTS:**

5. (a) All classes of Membership of the Club are open to persons of either sex.

Every amateur golfer shall be qualified to be elected a Member of the Club.

A Professional golfer may be elected to be a Member of the Club providing that the Board invites the candidate.

A Member who has become a Professional golfer may apply to the Board to retain Membership of the Club but shall not be eligible to enter any Club competition except at the invitation of the Board.

- (b) Where as a consequence of adoption of these Articles of Association there is no category of Membership which corresponds exactly with a category of Membership of the Club in existence immediately prior to the adoption of these Articles of Association the Board shall allocate to each Member of the Club so affected a category of Membership available under these Articles of Association which corresponds mutatis mutandis to the category of Membership enjoyed by such Member immediately prior to the coming into operation of these Articles of Association. The decision of the Board shall be final and binding in each case.
6. (a) The Members of the Club shall be the following persons:-
    - (i) Every person who is a Member of the Club as at the date hereof.
    - (ii) Every person who on or after the date hereof is elected as a Member of the Club.
  - (b) The General Body of Members of the Club shall be those set out hereunder:-



1. Honorary Life Members
2. Life Members and Senior Members
3. Ordinary Members
4. Provisional Members
5. Intermediate Members
6. Weekday Members
7. Non-Playing / Absentee Members
8. Country Members
9. Members Under Thirty Five Years Old
10. Social Members
11. Incapacitated Members

The General Body of the Members of the Club shall be those persons referred to in this Clause 6(b). They shall have full rights and privileges to those parts of the Club premises licensed under the Liquor Control Act 1968 ("the licensed premises") and the right to elect the Officers and Board to manage the business and affairs of the Club.

- (c) The categories of Members of the Club shall be those referred to in 6(b) and Junior Members, Honorary Members, Temporary Members, Business Members and Corporate Members.
  - (d) Persons under the age of eighteen years may be elected Junior Members as hereinafter Provided.
  - (e) Honorary and Temporary Members may be elected as hereinafter provided. No person shall be allowed to become an Honorary or Temporary Member of the Club or be relieved of the payment of the regular subscription except those possessing the qualifications defined in these Articles and subject to the conditions and regulations prescribed herein.
  - (f) Subject to these Articles the Board shall have the power from time to time to define by By-Laws or in special cases by resolution the rights of the various categories of Members to the use of the golf course.
7. A Register of Members of the Club for the time being shall be kept by the General Manager on the Club's premises and such Register shall set forth in full the names, addresses and occupations of all Members of the Club and the date of the latest payment by each Member of his/her subscription.

#### **HONORARY LIFE MEMBERS:**

8. On the recommendation of the Board any Member who fulfills all three of the following criteria:
  - (i) Long term and current membership of the Woodlands Golf Club;
  - (ii) Provision of exceptional voluntary contribution to the Club;
  - (iii) Provision of exceptional contribution to golf in competition or administration,

may at any General Meeting of the Club in consideration of the valuable services rendered by him or her to the Club or to golf be elected an Honorary Life Member of the Club without any special payment for such life Membership.

**LIFE MEMBERS AND SENIOR MEMBERS:**

9. (a) Members who have reached the age of 70 years and have been Members for not less than 30 consecutive years and after written application have been elected to the class of Life Member prior to 24th April 1988, shall have all the privileges and be subject to the same duties as Ordinary Members (subject nevertheless to the provisions of Articles 29 and 30 hereof) save that he or she shall not be liable to pay for any annual subscription or any dues but shall pay a fee equal to 20% of the Entrance Fee for Ordinary Members applicable at the date of such election and shall be known as Life Members.

(b) On and after 24th April 1988, the Board may on written application elect as a Senior Member certain Members defined in the next succeeding subclause (c) who have reached the age of 70 years and have been Members for not less than 30 consecutive years (which period shall include any term of not more than twelve months whether consecutive or not during which the Member may have been a non playing category of Membership). The Members so elected shall have only the privileges and be subject to the same duties as he or she had in their category of playing Membership immediately prior to the time of such election (subject nevertheless to the provisions of Articles 30 and 31 hereof).

(c) (1) Subject to Article 9(c)(2), any Member so elected to Senior Membership shall not be required to pay an Entrance Fee but shall be required to pay 50% of the Annual Subscription applicable to his or her playing category of Membership immediately prior to the time of his or her election. He or she shall only have the privileges and be subject to the same duties as he or she had in their category of playing Membership immediately prior to the time of such election (subject nevertheless to the provisions of Articles 29 and 30 hereof). Subject to Article 9(c)(2), after his or her initial payment as referred to above he or she shall be required to pay 50 per centum of the annual subscription applicable to his or her playing category of Membership as fixed from year to year.

(2) For financial years commencing 1<sup>st</sup> July 2004 Senior Members on that date and Senior Members elected thereafter are required to pay the percentage of the annual subscriptions as fixed from year to year for the playing category of his or her Membership immediately prior to the time of his or her election as a Senior Member as follows:

<b>Financial Year</b>	<b>Percentage</b>
2004/5	55
2005/6	60
2006/7	65
2007/8	70
2008/9 & thereafter	75

(d) Senior Members shall be required to pay all levies pursuant to Article 44 hereof and the full amount of all other dues and charges including house incentive, insurance, locker fees and all other miscellaneous charges imposed upon Members in the category from which he or she transferred to Senior Membership.

**ORDINARY MEMBERS:**

10. Ordinary Members shall be persons who when elected are entitled to all the privileges of Membership upon such terms and conditions and subject to such requirements and regulations as the Board may from time to time prescribe.

**PROVISIONAL MEMBERS:**

11. Provisional Members shall be persons who when elected are entitled to all the privileges of Membership upon such terms and conditions and subject to such requirements and regulations as the Board may from time to time prescribe and in particular their rights to play on a Saturday shall be subject to such restrictions as are determined by the Board. If and when Provisional Members are invited or permitted by the Board to play during otherwise restricted periods on Saturday the Board shall have power to require green fees to be paid for playing rights during these restricted periods. Provisional Members may transfer to the category of Ordinary Members upon vacancy occurring in that category.

**JUNIOR MEMBERS AND MEMBERS UNDER 35 YEARS OLD:**

12. (a) Junior Members shall be persons who when elected shall have rights and privileges hereinafter set out. A Junior Member shall have rights and privileges not less than those of Intermediate Members.
  - (b) Upon attaining 18 years a Junior Member shall unless elected to another category of Membership become a Member Under 35 of the Club with rights and privileges not less than those of Intermediate Members.
  - (c) Members Under 35 years old shall be persons who when elected shall be entitled to have rights and privileges not less than those of Intermediate Members.

**INTERMEDIATE MEMBERS:**

13. Intermediate Members shall be persons who when elected shall be entitled to use the golf links playing facilities provided by the Club on Weekdays and on Sundays but who shall not be entitled to use the golf links playing facilities on any Saturday except upon such terms and conditions and subject to such requirements and regulations as the Board may from time to time prescribe.

**WEEKDAY MEMBERS:**

14. Weekday Members shall be persons who when elected shall be entitled to use the golf links playing facilities provided by the Club on Weekdays only (except on any Public Holiday). Weekday Members shall not be entitled to use the golf links playing facilities provided by the Club on any Saturday or Sunday except upon such terms and conditions as the Board may from time to time prescribe.

**NON-PLAYING/ABSENTEE MEMBERS:**

15. Non-Playing/Absentee Members shall be Members of the Club having transferred from another category who when elected shall enjoy the rights and privileges of the Club except for the golf links playing facilities **other than as defined.**

Such Membership shall apply for a period of at least **6** months.

Absentee Members are any Members who are absent from the State of Victoria for more than six months in any year and who provide prior notice in writing to the Club that they will be so absent. Absentee Members shall be transferred to the category of Non-Playing/Absentee Members for the duration of their absence.

Non-Playing/Absentee Members in this category may use the golf links playing facilities on no more than three occasions over any **six-month term** but shall not be eligible to **play in competition fields other than on a Sunday, subject to course availability** and shall not be eligible to compete in Board or Traditional Events.

#### **SOCIAL MEMBERS:**

**15.A** Upon application to the Board, any Member who for medical reason or misfortune is no longer able to play golf, may be transferred to the Category of Social Membership. Social Members shall have the same rights and obligations as the General Body of Members, save that they shall have no playing rights.

#### **INCAPACITATED MEMBERS:**

**15.B** Any Member who for medical reason or misfortune is unable to play golf, may apply to the Board to be transferred to the category of Incapacitated Member during the period of disability, incapacity or misfortune. If approved, the transfer will be for a minimum period of 6 months and the Member will be subject to the same fees as Non-Playing Members and have no playing rights.

#### **COUNTRY MEMBERS:**

**16.** Persons whose permanent place of residence is more than 100 kilometres by road from the Clubhouse shall be eligible to be elected as Country Members. If any such Member shall be resident within 100 kilometres by road from the Clubhouse for a continuous period exceeding six months in any one year that person shall cease to be a Country Member. A Country Member shall have the rights and privileges of an Ordinary Member.

#### **TEMPORARY MEMBERS:**

**17.** Persons who are of or over the age of 18 years and possessing the following qualifications may be elected by the Board or the Election Committee as Temporary Members of the Club:-

- (a)** Persons who ordinarily reside more than 30 kilometres from the Clubhouse and who are interested in the game of golf may be elected Temporary Members of the Clubs for a period not exceeding three months and shall be entitled to the rights and privileges of the Club save and except that they shall not be entitled to take part in or vote at any meeting of the Club and shall not hold any office in the Club or nominate any person for any class of Membership.
- (b)** At the expiration of any Temporary Membership a Temporary Member may on application at the discretion of the Board be re-elected a Temporary Member for a period not exceeding three months at any one time.

## **HONORARY MEMBERS:**

18. The following persons shall be eligible to be elected as Honorary Members:-

- (i) Persons who have rendered distinguished service to the community or special service to the Club;
- (ii) Persons who have been nominated for Membership for the period elapsing between the time of their nomination and the time of their admittance to Membership;
- (iii) Members of reciprocal clubs;
- (iv) Persons competing in any golf competition or match played on the course of the Club and Members of other Clubs accompanying competing Members of their Clubs;
- (v) Competitors in tournaments held on the course of the Club with the permission of the Club and officials acting in such tournaments;
- (vi) Persons by whom or in respect of whom green fees are paid for the use of the Course and playing facilities of the Club.

For the purpose of election of Honorary Members other than Honorary Members as defined in paragraphs (i) and (ii) of this Article 18 there shall be an election committee which shall consist of any two Members of the Board and the General Manager or the person nominated by the General Manager in his absence.

The period of Honorary Membership shall in the case of persons comprised in categories (iii) to (vi) inclusive be limited to the occasion for the use of the course and/or the Clubhouse premises. The General Manager shall keep appropriate records of the names of all such Honorary Members. Such record shall specify the occasion or period in respect of which such Honorary Membership is granted. Honorary Members comprised in categories (i) and (ii) shall be elected by the Board of the Club. The Board or the election committee respectively shall have power to cancel the Membership of any Honorary Member respectively elected by them without notice and without assigning any cause therefore. No Honorary Member shall be entitled to take any part in the conduct or management of the Club or be eligible for election to office or to the Board or attend or vote at any meeting of the Club.

## **BUSINESS MEMBERS:**

19. A Business Member is a person engaged in business within the State of Victoria who when elected shall be entitled to use the Clubhouse facilities only. A Business Member shall not be entitled to attend or vote at any meeting of the Club.

## **CORPORATE MEMBERS:**

19.A A Corporate Member for the purposes of this class of Membership includes a body corporate, company, corporation, institution or any other entity or organisation considered acceptable by the Board. The number of Corporate Members shall be at the discretion of the Board. The terms and conditions of Membership, including entrance fees and playing rights are set out in the By-Laws. A Corporate Member or its nominees shall not be entitled to attend or vote at any meeting of the Club and shall not hold office in the Club or nominate any person for any class of Membership.

**ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS:**

**20.(a)** The Entrance Fee for membership shall be such amount as the Board deems appropriate save that the Entrance Fee for Ordinary Members and Provisional Members shall not be more than three times the subscription payable by an Ordinary Member at the time of admission to membership or such fee as may be fixed at an Extraordinary Meeting of the Members of the Club called for such purpose.

Unless the Board determines otherwise, persons elected to any class of Membership may choose to pay the entrance fee and/or annual subscription in instalments as determined by the Board and subject to an administration and interest charge. Any members right to vote shall not be prejudiced if they pay the entrance fee and/or annual subscription in instalments pursuant to the provisions of Article 32.

Persons elected as Ordinary Members, Junior Members or Members Under 35 Years of Age shall pay the entrance fee prescribed at the time of their election for the class of Membership taken and shall not be liable for any further entrance fees. Other persons elected to Membership shall pay the entrance fee prescribed at the time of election for the class of Membership taken but shall have the option:-

- (i) of paying the Entrance Fee prescribed for an Ordinary Member;
- (ii) within six months after election other than as an Ordinary Member of paying the difference between the Entrance Fee prescribed for an Ordinary Member at the date of exercise of the option and the Entrance Fee paid for the class of Membership taken.

Persons elected as Members other than as Ordinary Members, Junior Members or Members Under 35 Years of Age who exercise the foregoing options of paying the prescribed Entrance Fee for an Ordinary Member and who actually pay the same shall not be called upon to pay any additional Entrance Fee on subsequent transfer to another class of Membership including Ordinary Membership whether or not entrance fees have been increased after the date of exercise of the option notwithstanding that a person elected to a class of Membership other than Ordinary Membership shall have paid the entrance fee prescribed for Ordinary Membership but shall have only those rights attaching to the class of Membership to which they have been duly elected.

**20.(b)** Subject to Article 20(d), the annual subscriptions for the various categories of Members shall be not less than:-

1. Ordinary Members	\$1,165.00
2. Provisional Members	100% of Ordinary Member subscription
3. Intermediate Members	85% of Ordinary Member subscription
4. Weekday Members	70% of Ordinary Member subscription, subject to Article 20(d)
5. Junior Members	20% of Ordinary Member subscription
6. Members Under 35 Years:	
(a) until attaining the age of 21	30% of Ordinary Member subscription
(b) having attained the	40% of Ordinary Member subscription

	age of 21 years until attaining 25 years	
(c)	having attained the age of 25 years until attaining 30 years	60% of Ordinary Member subscription
(d)	having attained the age of 30 years until attaining 35 years	80% of Ordinary Member subscription
7.	Country Members	25% of Ordinary Member subscription
8.	Non-Playing/Absentee Members	20% of Ordinary Member subscription
9.	Life Members	As provided in Article 9
10.	Senior Members	As provided in Article 9(c)
11.	Business Members	20% of Ordinary Member subscription
12.	Incapacitated Member	20% of Ordinary Member subscription
13.	Social Member	2.5% of Ordinary Member subscription
14.	Corporate Member	As provided in Article 19A

or such other subscription (being not less than \$10.00 except as approved by the Liquor Control Commission) as may be fixed from time to time by the Members in General Meeting and when so fixed such other subscription shall be deemed to be the annual subscription pursuant to this Article.

The Board may increase the Annual Subscription by the higher of 5%, or 2% above the percentage increase in the Melbourne Capital City Consumer Price Index ("CPI") for all groups (or equivalent index), over the immediately preceding twelve month period ended 31 December up to a maximum of 8%.

All annual subscriptions shall become due and payable in advance on the first day of July in every year but the Board may resolve that all subscriptions shall be paid half yearly in advance on the first day of July and the first day of January.

All categories of Members shall pay an amount of subscription pro rated from July 1<sup>st</sup> according to the month they are offered Membership.

Any Member of any category of Membership who fails to pay his or her subscription, entrance fee, call, levy or any other account within one month after it is due shall pay a fine as shall be declared by the Board not exceeding ten per cent of the amount owing, shall have all playing rights withdrawn until payment is made, and a notice of default shall be sent to the Member by the General Manager or Treasurer. If any of the amount/s so owing remain unpaid for a further two weeks from the date of sending such notice of default, the defaulting Member shall thereupon cease to exercise any of the privileges of Membership and may be suspended from the list of Members by the Board. The Board may restore the rights and privileges of such person upon payment of all arrears and fines.

- (c) Subject to any payment made pursuant to Article 20(a), Members elected to another category of Membership for which a greater entrance fee is applicable shall be required to pay the difference between the entrance fee paid and that prescribed for the other category at the time of election to such other category.
- (d) For financial years commencing 1<sup>st</sup> July 2004 Weekday Members on that date and Weekday Members elected thereafter are required to pay the percentage of the annual subscriptions for Ordinary Members as fixed from year to year as follows:

<b>Financial Year</b>	<b>Percentage</b>
2004/5	65
2005/6 & thereafter	70

- (e) Notwithstanding anything herein contained to the contrary the Board shall have power in their absolute and uncontrolled discretion to allow Members of any class who are over the age of 70 years and who have been Members for a period of not less than 30 years to pay a reduced subscription below that usually paid by Members of the class to which they belong. The amount of such reduced subscription shall be fixed by the Board. No Member shall be entitled to make any enquiries or to receive any information as to any Member who is receiving any benefit hereunder.

**APPLICATION FOR MEMBERSHIP:**

- 21. Every candidate for Membership of the Club except for Honorary Life Membership shall be proposed by one and seconded by another of the General Body of Members of the Club to both of whom the candidate shall be personally known.

Every nomination for Membership shall be made in writing signed by the candidate and by the proposer and seconder and shall be in such form as the Board may from time to time approve.

Until the Board shall otherwise prescribe the procedure relating to the nomination of candidates for Membership of the Club other than Honorary Life Members shall be as follows:-

- (a) The proposer will submit on the prescribed form of application full information as to:
  - (1) Full name of the proposed nominee.
  - (2) The name of the seconder.
  - (3) The business and private address profession or occupation of the proposed nominee the clubs to which the nominee belongs (if any) and the names of two people prepared to act as a referee, one who is a Member of the Club.
  - (4) Any other information that would or may be useful to the Board in arriving at a decision on the proposal. Such information shall include the category of Membership sought on behalf of the applicant.
- (b) The Board after consideration of the proposer's submissions will decide whether a nomination form may be issued by the General Manager. Until the Board makes a decision in any case no nomination form shall be issued.



The Board shall not be bound to accept the application for Membership of any person. The indemnity clause as set out in Article 69 shall apply.

#### **ELECTION OF CANDIDATE FOR MEMBERSHIP:**

22. (a) Every candidate for Membership of the Club (but not an Honorary or Temporary Member) or to become a Junior Member shall be proposed by one and seconded by another of the General Body of Members to both of whom the candidate shall be personally known. Every such application for Membership or to be a Junior Member shall be in writing signed by the candidate and by the proposer and seconder and shall be in such form and supported by such evidence of fitness as the Board shall require. The Board may appoint a Membership sub-committee to interview and report to it upon the suitability of any candidate and may prescribe the use of such forms and procedures to be observed by any candidate and the proposers as it shall think fit.
- (b) On receipt of a nomination for Membership or to be a junior the General Manager shall submit the nomination for consideration at the next ensuing meeting of the Board. The nomination must set out the full name, address and occupation of the applicant and must be accompanied by a letter from the proposer setting out what is known of the applicant socially and in business and as a golfer. After such submission the Board may at such time as it thinks fit authorise the nomination form to be posted in which case it shall be displayed in a conspicuous place in the Clubhouse for 21 days at least. No person shall be elected to Membership or to be a junior unless the nomination as aforesaid shall be so displayed for 21 days prior to election.
- (c) Any Member may upon any nomination being displayed as aforesaid communicate to the General Manager any objection which there may be to the person nominated being elected to Membership or to be a junior and every such objection shall be communicated to the Board by the General Manager at the next ensuing meeting of the Board.
- (d) At the next ensuing meeting of the Board every such nomination which has been displayed as aforesaid and any objections received shall be considered by the Board which shall have absolute power and discretion to elect any person so nominated to Membership or to be a junior in accordance with the nomination or to defer any nomination for further consideration or to reject any nomination.
- (e) No nomination for Membership or to be a junior shall be accepted or rejected at any meeting of the Board unless five days' notice shall have been given to each and every Member of the Board and unless the notice shall have stated that nominations will be dealt with as part of the business of such meeting.
- (f) No person shall be elected to Membership (other than as an Honorary or Temporary Member) or to be a junior unless at least six Members of the Board or the whole of those personally present at such meeting whichever is the smaller number shall vote by show of hands in favour of such election.
- (g) The Board shall not assign nor be required to assign any reason for its refusal to accept a nomination.
- (h) The General Manager shall keep a record of the number voting on every election.
- (i) A Member on attaining the age of 35 years if the Board thinks fit and upon that Member's own application may be elected to any appropriate class of Membership.

- (j) Any Member may if the Board thinks fit and upon the application of such Member be elected a Member of any other category of the General Body of Members subject to there being a vacancy in that category of Membership.

**PAYMENT OF SUBSCRIPTION:**

- 23. When the Candidate has been elected, the General Manager shall forthwith send to the Candidate at the address given upon the application or any update thereof a request for payment of the Entrance Fee and first Annual Subscription. Subject to Article 20(a), upon payment of the Entrance Fee and first Annual Subscription a Candidate shall become a Member of the Club. If within one calendar month such Entrance Fee and Subscription be not paid the election shall be null and void.

**RIGHTS OF MEMBERS:**

- 24. Subject to the express provisions of these Articles and to the Memorandum of Association and to any By-Laws for the time being in force made by the Board of the Club as herein provided all Members of the Club shall be entitled to be supplied at such charges as the Board shall from time to time determine with such meals and refreshments and things as are provided by the Club for the use of its Members and no person shall be entitled under these Articles to derive any profit benefit or advantage from the Club which is not shared equally by every Member save as provided in Article 4.

**MEMBERS ELIGIBLE AS OFFICERS AND THE BOARD:**

- 25. Every financial Member of the General Body of Members of the Club shall be entitled to be elected as an Officer or to the Board of the Club.

**VISITORS:**

- 26. A Member of the General Body of Members may introduce not more than three visitors to the privileges of the golf links playing facilities and any other amenities of the Club upon payment of such fees as may from time to time be determined by the Board but such a Member shall not introduce more than four visitors socially into the Clubhouse at any one time and the same visitor shall not be introduced more than six times in the same year. These social visitor restrictions shall not apply to the immediate family of a Member. The visitor's name and address and the name of the Member introducer shall be entered into the Visitor's Book and payment of the prescribed fees made before play. No fees shall be charged in respect of the Presidents, Captains, Secretaries of Golf Clubs affiliated with the Victorian Golf Association or Golf Australia.

**RESIGNATION OF MEMBERSHIP:**

- 27. (a) Any Member wishing to resign their Membership shall give notice in writing posted and addressed to the General Manager at the Clubhouse before the first day of July in any year of his intention to do so otherwise they shall be liable to pay the subscription of the then current year.
- (b) Any Member resigning from the Club and any Member ceasing from any cause to be a Member shall not have any claim upon or interest in the property or assets of the Club except under any Debenture held by that Member.

28. A Member who has resigned and subsequently is re-elected to the Club may not be required to pay an entrance fee unless the Board determines otherwise.

**FORFEITURE OF MEMBERSHIP:**

29. The Board may cause any Member who has not paid any increase in Entrance Fee referred to in Articles 20(a) or 28 within two calendar months after election or within such extended period as the Board may allow or any Member who has not paid the annual Subscription on or before the 14th day of April or any later date to which the Board may extend the time for such payment in any year to be suspended from the Register of Members and thereupon such Member shall cease to be a Member of the Club and shall forfeit all right of claim upon the Club and its property (except under any Debenture held by him) but Membership may be restored at the discretion of the Board on payment of all arrears. Any person suspended from the Register of Members shall continue to be liable to pay all Entrance Fees Subscriptions and other moneys owing by him to the Club at the date of his being so suspended therefrom.

**EXPULSION OF MEMBERS:**

30. If any Member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Club or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of the Club, the Board shall have power by resolution to censure, fine, suspend or expel the Member from the Club. Provided that at least one week before the meeting of the Board at which such a resolution is passed the Member shall have had notice of such meeting and of what is alleged against him and of the intended resolution and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such Member may by notice in writing lodged with the General Manager at least 24 hours before the time for holding the meeting at which the resolution is to be considered by the Board elect to have the question dealt with by the Club in General Meeting and in that event a General Meeting of the Club shall be called for the purpose and if at the meeting such a resolution be passed by a majority of those present and voting (such vote to be taken by ballot) the Member concerned shall be punished accordingly and in the case of a resolution for his expulsion the Member shall be expelled.

**AVOIDANCE OF MEMBERSHIP BY BANKRUPTCY ETC:**

31. If any Member shall be adjudged a bankrupt or shall make any composition or arrangement with his/her creditors or being engaged in any profession shall on account of misconduct be prohibited by the governing body of such profession from continuing to practise under their regulations such Member shall ipso facto cease to be a Member of the Club and shall forfeit all right in and claim upon the Club and its property (except under any Debenture or Debentures held by the Member) but upon application being made by such Member to the Board stating the cause of such adjudication in bankruptcy making of any composition or arrangement or prohibition as aforesaid as the case may be such Member may be re-admitted and have former rights restored by the Board.

**VOTES OF MEMBERS:**

32. Every Member of the General Body of Members or his/her proxy shall have one vote and no more. No other Member or person shall be entitled to vote and no Member otherwise eligible shall be entitled to vote at any meeting unless the annual subscription and/or entrance fee and/or call for the

current year has been paid or the time of payment thereof or of unpaid part thereof extended except for persons elected to Life Membership pursuant to Article 9(a) or Honorary Life Members.

**OFFICERS:**

33. Subject to the provisions of Article 25 the Officers of the Club shall consist of a President, Captain and Honorary Treasurer elected from the General Body of Members of the Club.

**OFFICERS HONORARY:**

34. No Officer or Member of the Board shall be entitled to remuneration for his services.

**GENERAL MANAGER:**

35. There shall be a General Manager to the Club to be appointed by the Board and he shall be paid such remuneration (if any) for his services as the Board may from time to time determine. He shall not be a Member of the Club. He shall act as General Manager and perform all such duties in relation to the Club as these Articles require to be performed by the General Manager and such other duties as the Board requires of him.

**BOARD OF THE CLUB:**

36. The Board of the Club shall be the Officers mentioned in Article 33 hereof and six other persons from the General Body of Members of the Club elected as hereinafter provided:

**RETIREMENT OF OFFICERS AND THE BOARD:**

37. (a) Each of the Officers of the Club shall retire at each Annual Meeting but will be eligible for re-election.
- (b) The Board shall have power at any time and from time to time to appoint any person from the General Body of Members to the Board either to fill a casual vacancy or as an addition to the existing Officers or the Members of the Board but so that the total number of Officers or other Members of the Board shall not at any time exceed the number fixed in accordance with these Articles. Any Officer or other Member of the Board so appointed shall hold office only until the next following Annual General Meeting.
- (c) The office of a Member of the Board shall become vacant if that Member holds any office for profit in the Club or is directly or indirectly interested in any contract or proposed contract with the Club.
- (d) One half of the members of the Board who are not Officers of the Club (General Board Members) will retire at each Annual General Meeting. The General Board Members to retire will be:
- (i) first, any member of the Board who must retire pursuant to Article 37(b) and is standing for election;
- (ii) second, members of the Board retiring and not seeking re-election; and

- (iii) third, those Board members who have held office for the longest period since being last elected. Where there is equality of length of service the retiring Board members will be determined by agreement or failing agreement by lot.  
Article 37(d)(i) and/or (ii) may result in there being an election for more than half of the Board positions.

### **ELECTION OF OFFICERS AND THE BOARD:**

**38.** The election of Officers and the Board of the Club shall take place in the following manner:-

- (a) Any two financial Members of the General Body of Members of the Club shall be at liberty to nominate any other Member of the General Body of Members to serve as an Officer or Member of the Board of the Club.
- (b) At least thirty five clear days before the Annual General Meeting the name of each Member so nominated together with the names of the proposer and seconder shall be sent in writing to the General Manager of the Club accompanied by a memorandum signed by the candidate consenting to serve if elected.
- (c) A list of the candidates for election as Officers and of the candidates for election as other Board Members (such last named candidates to be listed in alphabetical order) with the proposer's and seconder's names shall be posted in a conspicuous place in the Clubhouse for at least seven days immediately preceding the Annual General Meeting.
- (d) The General Manager shall if the number of candidates exceeds the number of vacancies for Officers and other Board Members cause Voting Papers to be printed containing in balloted order the names of such candidates and the positions for which they are proposed showing by an asterisk the name or names of the retiring candidate or candidates and shall at least 14 days before the date fixed for the Annual General Meeting post one of such lists to each Member of the General Body of Members together with two envelopes one to be an outer envelope marked "Voting Paper" and addressed to the General Manager and the other to be an inner envelope. The Members voting shall strike out the name or names of the candidate(s) for whom they do not desire to vote for on the Voting Paper, leaving the name(s) of their preferred candidate(s) untouched and shall then place it in the inner envelope and seal the same. The Members shall then sign their names legibly in the place provided on the flap of the outer envelope and shall post or deliver such list in the envelope marked outside "Voting Paper" to the General Manager so as to reach him or her on or before 6.00 p.m. on the day before the day fixed for the Annual General Meeting.
- (e) The General Manager shall appoint at or before the said Annual General Meeting three Members not being candidates to act as scrutineers. Subject to Article 39 the report of the scrutineers as to the number of votes polled for the candidates for their respective positions shall be final and conclusive.
- (f) The General Manager shall on the day fixed for the Annual General Meeting hand unopened all the said envelopes received by him from Members within the period mentioned in the last but one clause of this Article to the scrutineers (to be appointed as herein provided) who shall count the effective votes and hand to the Chairman at the beginning of or during the Annual General Meeting their report as to the number of votes given to each candidate.
- (g) Subject to Article 39 the Chairman shall read the report of the scrutineers at the Annual General Meeting and shall declare elected the candidates who have received most votes for the respective

positions. In the case of two or more candidates receiving an equal number of votes the Chairman shall select by lot from such candidates who is or are to be elected.

39. When required by a majority of Members present at a meeting at which an election of Officers and other Board is to be declared the Chairman shall appoint three Members not being candidates as scrutineers to examine and report upon any aspect of election procedure indicated by a majority of Members present. The declaration of the Chairman upon the receipt of the report of such Members shall be final and conclusive.
40. The Board of the Club shall cause correct accounts and books to be kept showing the financial affairs of the Club and particulars usually shown in books of account of a like nature and in particular:
  - (a) of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place; and
  - (b) of the assets and liabilities of the Club.

The books of account shall be kept at the registered office of the Club or at such other place or places as the Board think fit and shall always be open to the inspection of the Board. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Club or any of them shall be open to the inspection of Members of the Club not being Members of the Board and no Member (not being a Member of the Board) shall have any right of inspecting any account or books or document of the Club except as conferred by statute or authorised by the Board or by the Club in General Meeting.

Once at least in every year the Board shall lay before the Club in General Meeting an account of income and expenditure for the period since the preceding account. A Balance Sheet shall be made out in every year and laid before the Club in General Meeting made up to a date not more than five months before such meeting and a copy thereof shall not less than 14 days previously to the meeting be sent to the persons entitled to receive notice of General Meetings in the manner in which notices are to be given hereunder.

#### **POWERS AND PROCEEDINGS OF THE BOARD**

41. The business and affairs of the Club shall be under the management of the Board of the Club elected by the General Body of Members as aforesaid for a period of not less than twelve months and they shall be a Board for all the purposes of the Liquor Control Act. They shall hold periodical meetings and minutes of all resolutions and proceedings of the Board at such meetings shall be entered in a book to be provided for that purpose.

The Captain for the time being shall be the Chairman of the Board and shall when present preside at all meetings of the Board. If the Captain is not present the Board shall elect a Chairman from one of their number who is present.

Save as herein otherwise provided questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

A Member of the Board may and the General Manager on the requisition of a Member of the Board shall at any time summon a meeting of the Board.

The Board shall have power to make such arrangements from time to time as it shall think fit with other golfing clubs throughout the world providing for:

- (a) the admission of Members of other Clubs to the Club without the necessity of having to take their place upon a waiting list or the taking of such place on the waiting list as the Board shall in each case decide;
- (b) the election of Members of such other Clubs as Temporary or Honorary Members; or
- (c) the granting to such persons of such rights to play on the course as the Board shall from time to time decide;

and it shall be empowered to enter into agreements with other golfing clubs throughout the world for Members of the Club to be admitted on a similar reciprocal basis to other such Clubs.

- 42. The Board of the Club shall exercise all such powers and do all such things as may be exercised or done by the Club save such as are by these Articles or by any statute for the time being in force required to be exercised or done by the Club in General Meeting.
- 43. No business shall be transacted at any meeting of the Board unless a quorum is present. Five Members of the Board personally present shall form a quorum but if from any cause the number of the Board is reduced below five then three shall form a quorum.
- 44. Subject to the provisions of Section 78(3) of the Code, the Board may from time to time make a levy on all Members for such amount or amounts payable at such time or times as shall be determined by the Board but so that the total amount of the levy or levies made on any Member shall not in any one year exceed twenty per cent of the current annual subscription for the category of Membership to which the Member is elected.

#### **DELEGATION BY THE BOARD:**

- 45. (a) Save where power has been expressly vested in the Board by the Articles or by the General Laws the Board of the Club may from time to time delegate any of its powers to such Sub-Committee or Sub-Committees consisting of one or more Members of the Board as they shall think fit to appoint and may recall or revoke any such delegation or appointment. Any such Sub-Committee shall in the exercise of the powers so delegated conform to any By-Laws that may be prescribed by the Board. Provided always that the Board shall have no power to delegate their control of the supply of liquor to the Club.

The Board may also appoint such Sub-Committees to administer those affairs which are normally exclusively within the province of Womens Golf Victoria or the Victorian Golf Association.

- (b) Notwithstanding (a) the Board may establish a Sub-Committee of the Board named the Lady Members Council, which may be without Board representation, to administer ladies golf at the Club and delegate power to it pursuant to the provisions of this Article, and set out the terms and conditions of such delegation of power in the By-Laws.
- 46. All acts done by any meeting of the Board or a Sub-Committee of the Board or by any person acting as a Member of the Board shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such person or persons acting as aforesaid or that they or any of them were disqualified be as valid as if any such person had been duly appointed and was qualified to be a Member of the Board.

**POWER TO BORROW MONEY:**

47. The Board of the Club may issue debentures, debenture stock bonds, or obligations of the Club at the time in any form or manner and for any amount including a power to restrict the transfer assignment or charge thereof or of any of them and for any amount and may raise or borrow for the purposes of the Club any sum or sums of money either upon Mortgage or charge of any of the property of the Club or on bonds or debentures charging all or any of such property or without any security or otherwise as it thinks fit.

Provides nevertheless that no mortgagee or other person advancing money to the Club shall be concerned to see that any money advanced by him is wanted for any purpose of the Club or that no more than is wanted is raised or borrowed.

48. The Board of the Club shall have the power to extend the period for payment of any debenture or debentures or mortgage or charge or any part thereof on such terms and conditions as the Board may from time to time determine.

**RESTRICTION ON POWER TO SELL OR ALIENATE LAND:**

49. The Board of the Club shall not without the sanction of a General Meeting of the Club demise, underlet, exchange, sell or otherwise dispose of the whole or any part of the real property of the Club.

**POWER TO MAKE BY-LAWS:**

50. The Board of the Club shall have power to make alter and repeal by-laws for the conduct and management of the Club PROVIDED HOWEVER that no By-Law shall be inconsistent with or affect or repeal anything contained in the Memorandum or Articles of Association of the Club.

**LEGAL PROCEEDINGS AGAINST THE BOARD:**

- 50.A No action or legal proceedings whatsoever whether at law or in equity shall be taken or instituted by any Member against the Board or the Lady Members Council or any Member of either the Board or the Lady Members Council in respect of any decision, proceedings, resolution, matter or thing whatsoever done, omitted, passed, carried or sanctioned by the Board, members of the Board, the Lady Members Council, members of the Lady Members Council or the Club and notwithstanding any irregularity or informality in or relating to such decision, proceeding, resolution, matter or thing, provided always that the relevant Board members or members of the Lady Members Council have acted honestly and in good faith. In the event of any such action or proceedings being instituted the production of these Articles shall be the complete answer thereto. This Article is effective to the fullest extent the law does not preclude any such action or proceedings being instituted.

**GENERAL MEETINGS:**

51. A General Meeting shall be held once in every calendar year and within five months of the expiration of the financial year of the Club at such time and place as may be prescribed by the Board.
52. The abovementioned General Meetings shall be called Annual General Meetings. All other General Meetings shall be called Extraordinary General Meetings.



Subject to Article 32 the only persons entitled to vote at General Meetings or to have any voice in the management of the Club shall be the General Body of Members. Provided however that the Board may invite a person or persons to attend any such meeting or meetings.

**EXTRAORDINARY GENERAL MEETINGS:**

53. The Board may whenever it thinks fit and shall on requisition made in writing by five per centum or more Members of the General Body of Members convene an Extraordinary General Meeting.
54. Any requisition made must state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Club.
55. On receipt of the requisition the Board shall forthwith proceed to convene an Extraordinary General Meeting. If it does not proceed to cause a meeting to be held within 28 days from the date of the requisition being so deposited the requisitionists or any twenty five Members of the General Body of Members may themselves convene a meeting and for such purpose shall have access to the Register showing the names and addresses of the General Body of Members of the Club.

**NOTICE OF AND PROCEEDINGS AT MEETINGS:**

56. At least 21 **clear** days notice specifying the place the day and the hour of meeting and in the case of Special Business the general nature of the business shall be given to the General Body of Members in a manner hereinafter mentioned or in such other manner if any as any be prescribed by the Club in General Meeting but the non-receipt of such a notice by or the accidental omission to give such notice to any eligible Member shall not invalidate the proceedings at any meeting notwithstanding the generality of Article 65 of these Articles. In addition to the requirements of Article 65 notice of all meetings shall be posted in a conspicuous place in the Clubhouse at least 21 days before the date thereof.
- 56.(a) **Notwithstanding the foregoing Article, a general notice of the proposed date of each Annual General Meeting shall be prominently displayed in the clubhouse and on the website no later than six weeks prior to the date thereof. Such notice shall state the closing date for receipt by the General Manager of nominations for elections to be held at such annual meeting.**
- 56.(b) **In the case of any Special Business any financial member of the General Body of Members of the Club shall be at liberty to lodge such matters of Special Business in writing to the General Manager of the Club at least 28 clear days prior to the date of the General Meeting.**

**SPECIAL BUSINESS:**

57. All business shall be deemed special that is transacted at an Extraordinary General Meeting or that is transacted at an Annual General Meeting with the exception of the consideration of the accounts balance sheets the ordinary reports of the Board and Auditor or Auditors the election of Officers and of Board in the place of those retiring and the fixing of any remuneration of the Auditor or Auditors.

**QUORUM:**

58. No business except to adjourn the meeting shall be transacted at any General Meeting unless a quorum of the General Body of Members is present at the time when the meeting proceeds to business. Twenty of the General Body of Members present personally shall be a quorum.

**MEETING TO BE DISSOLVED OR ADJOURNED IF NO QUORUM:**

59. If within half an hour from the time appointed for the meeting a quorum of eligible Members is not present the meeting if convened on the requisition of the eligible Members shall be dissolved. In any other case it shall stand to be adjourned to such day time and place as the Board may within the period of ten days next following decide and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those eligible Members personally present if more than one shall be a quorum.

**CHAIRMAN OF MEETING:**

60. The President and failing him the Captain shall preside as Chairman at every General Meeting of the Club. In the case of an equality of votes the Chairman shall be entitled to a second or casting vote except on the election of any Officer or Member of the Board.
61. If there is no such Chairman or if at any meeting he is not present within five minutes of the time of holding the same the eligible Members present shall choose someone of their number to be Chairman of that meeting.

**ADJOURNMENT OF MEETING:**

62. The Chairman may with the consent of the meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**DECLARATION OF CHAIRMAN CONCLUSIVE:**

63. At every General Meeting unless a poll is demanded a declaration by the Chairman that a resolution has or has not been carried and entry to that effect in the Minute Book of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

**POLL:**

64. If a poll is demanded in manner as aforesaid the same shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

**NOTICES:**

65. Any notice required by law or by or under these Articles to be given to any Member shall be given by sending it by post to him at his registered address, or to the address, if any, supplied by him to the Club for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.

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

- (a) every Member of the General Body of Members of the Club; and
- (b) the Auditor or Auditors for the time being of the Club.

No other person shall be entitled to receive notices of meetings.

#### **AUDIT:**

66. Once at least in every year the accounts of the Club shall be examined and the correctness of the working account and balance sheet ascertained by one or more Auditor or Auditors who shall be a registered company auditor or registered Auditors as the case may be. The Auditor or Auditors shall continue as such until replaced in General Meeting.

#### **SEAL:**

67. The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Members of the Board and of the General Manager or such other person as the Board may appoint for the purpose and those two Members of the Board and the General Manager or other person as aforesaid shall sign every instrument to which the Seal of the Club is so affixed in their presence.

#### **SUPPLY OF LIQUOR:**

68. (a) No liquor shall be sold or supplied to any person except on the days during the hours and in the manner prescribed or permitted by the provisions of the Liquor control Act 1968 or any amendments thereof or substitution therefor or under any rules or regulations made pursuant to such Act or amendment thereof or substitution therefor.
- (b) No liquor shall be sold or supplied to any person under the age of 18 years except where any such person is accompanied by a spouse or parent or guardian and the liquor sold is supplied for consumption as part of a meal supplied on the Club premises.
- (c) No liquor shall be sold or supplied for consumption elsewhere than on the Club premises unless the same is supplied during the hours in which liquor may be supplied for consumption on the Club premises and unless the liquor is removed from the Club premises by the Member purchasing the same.
- (d) A visitor shall not be supplied with liquor in the Club premises unless in the company of a Member providing that a visitor may be supplied with liquor on the Club premises when not in the company of a Member at a particular function or a particular occasion in respect of which a permit has been granted under sub-section (8) of Section 38 of the Liquor Control Act 1968 as amended.

- (e) No payment or part payment to any General Manager or other officer or servant of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.
- (f) For the purposes of this Article the word "liquor" where appearing shall be deemed liquor within the meaning of the Liquor control Act 1968 and the words "Club Premises" where appearing shall be deemed to mean such portion of the Club's premises as is for the time being "licensed premises" within the meaning of the Liquor Control Act 1968.
- (g) No person under 18 years of age may work behind the bar.
- (h) No more than 350 persons will be permitted on the licensed premises at any one time.

#### **INDEMNITY:**

69. Every current or former Auditor and "Officer" as defined in Section 9 of the Act (an "Officer" for the purposes of this Article 69) and includes members of the Board, Secretaries and Members of the Lady Members Council shall, to the full extent permitted by law, be indemnified out of the assets of the Club against;
- (i) all liability to another person (other than the Club or a related body corporate of the Club) unless the liability arises out of conduct involving lack of good faith, or the liability is for a pecuniary penalty or compensation order imposed under the Act; and
  - (ii) all legal costs in defending an action for liability (including for all reasonable costs and expenses) incurred by the Auditor or Officer other than costs incurred:
    - (1) in defending or resisting criminal proceedings, in which the person is found guilty;
    - (2) in connection to an application in relation to such proceedings in which the person is found guilty;
    - (3) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under Article 69(i); or
    - (4) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established.

#### **WINDING UP:**

70. If upon the winding up or dissolution (other than for the purpose of reconstruction or amalgamation) of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the Members of the Club but shall be given or transferred to some other Club company institution or institutions having objects similar or in part similar to the objects of the Club and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as imposed on the Club under to by virtue of Article 4 hereof such other Club Company institution or institutions to be determined by the Members of the Club at or before the time of dissolution or in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

#### **VARIATION TO ARTICLES:**

71. While and so long as the Club is licensed under the Liquor Control Act 1968 the General Manager shall within one month of making any amendment or alteration in the Memorandum or Articles of the Association of the Club forward to the Secretary of the Liquor Control Commission a certified copy of such amendment or alteration.

**I HEREBY CERTIFY** that these are the Articles of Association of Woodlands Golf Club as amended by the Members at the General Meeting of the Club held on the 9th day of November 2011.

**D J Payne**  
**President of the Club and Chairperson of the Meeting**