

**CONSTITUTION
OF
COPPERCLUB GOLF &
COMMUNITY ASSOCIATION
INCORPORATED**

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**CONSTITUTION
OF
COPPERCLUB GOLF & COMMUNITY ASSOCIATION
INCORPORATED**

1. NAME OF CLUB

The name of the Club is Copperclub Golf & Community Association Incorporated ("**Club**")

Subject to compliance with statutory requirements, the Club may conduct its affairs under the name "Copperclub The Dunes Pt. Hughes"

2. DEFINITIONS & INTERPRETATION

2.1. Definitions

In this Constitution unless the contrary intention appears:

"**Act**" means the Associations Incorporation Act 1985 (SA).

"**Board**" means the persons or body managing the Club and consisting of the Directors.

"**Constitution**" means this Constitution of the Club.

"**Director**" means a member of the Board.

"**Financial year**" means the year ending on the 30th June following incorporation and thereafter a period of 12 months commencing on 1st July and ending on 30th June each year.

"**General Meeting**" means a general meeting of Members convened in accordance with this Constitution.

"**Individual Member**" means a registered, financial member of the Club who is at least 18 years of age.

"**Junior Member**" means a registered member of the Club who is under 18 years of age.

"**Life Member**" means an individual appointed as a life Member of the Club under **clause 5.2**.

"**Local Area**" means the geographical area for which the Club is responsible as recognised by the Regional and/or State Organisation for Golf of which the Club is a member.

"Member" means a member for the time being of the Club under **clause 5**.

"NSO" means National Sporting Association (Golf Australia).

"Objects" means the objects of the Club in **clause 3**.

"Regulation" means any regulations developed by the Board in accordance with clause 35.

"RSO" means Regional Sport Association (Yorke Peninsula Group Golf Association.)

"Special Resolution" means a special resolution defined in the Act.

"Sport" means Golf

"SSO" means State Sport Association (Golf SA)

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) 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;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) reference to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of the person;
- (g) 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
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model Rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE CLUB

The Club is established solely for the Objects. The Objects of the Club are;

- (a) conduct, encourage, promote and advance Golf throughout the Local Area;
- (b) at all times act on behalf of, and in the interest of, the members and golf in the Local Area;
- (c) affiliate and otherwise liaise with the RSO, SSO and NSO of which the Club is a member and adopt their rule and policy frameworks to further these Objects;
- (d) abide by, promulgate, enforce and secure uniformity in the application of, the Rules of Golf;
- (e) advance the operations and activities of the Club throughout the Local Area;
- (f) have regard to the public interest in its operations;
- (g) to provide a club facility to promote the interest of the community in the Local Area;
- (h) to provide a sporting facility for the enjoyment of tourists visiting the Local Area; and
- (i) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal

capacity and powers of a company as set out under section 124 of the Corporations Act 2001(Cth).

5. MEMBERS

5.1 Members

The Members of the Club shall consist of;

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings; and
- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.
- (d) All other memberships duly created by the Board, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

5.2 Life Members

- (a) The Board may recommend to the Annual General Meeting that any natural person, who has rendered distinguished service to the Club, be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership subject to clause 5.2(c) on recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

6. MEMBERSHIP APPLICATION

6.1 Application for membership

An application for membership must be;

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Club; and
- (b) accompanied by the appropriate fee, if any.

6.2 **Discretion to Accept or Reject Application**

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where a Club rejects an application the Club shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

6.3 **Renewal**

Members (other than Life Members) must renew their memberships annually in accordance with the procedures set down by the Club in Regulations from time to time.

7. **REGISTER OF MEMBERS**

7.1 **Club to Keep Register**

The Club shall keep and maintain a register in which shall be entered (as a minimum);

- (a) the full name, address and date of entry of each Member; and
- (b) where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change of required details to the Club within one month of such change.

7.2 **Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, 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 reasonable request.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the Objects, in such manner as the Board considers appropriate.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that;

- (a) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, RSO, SSO and NSO;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Golf; and
- (e) they are entitled to all benefits, advantages, privileges and services of the category of Club membership for which they are enrolled under the constitution and regulations.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one months notice in writing to the Club of such resignation or withdrawal.
- (b) Upon the Club receiving notice of resignation of membership given under **clause 9.1(a)** an entry in the register shall be made recording the date on which the Member who gave notice ceased to be a Member.

9.2 Discontinuance for Breach

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of this constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or

determinations made or passed by the Board or any duly authorised committee.

- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Club giving written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 **Member to Re-Apply**

A Member whose membership has been discontinued under **clause 9.2 or 9.3:**

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

9.4 **Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

9.5 **Membership may be reinstated**

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

9.6 **Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

10. **DISCIPLINE**

- (a) Where the Board is advised or considers that a Member has allegedly;
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Board or any duly authorised committee; or

(ii) acted in a manner unbecoming of a Member, or prejudicial to the purpose and interest of the Club and/or Golf; or

(iii) brought the Club, any other Member or Golf into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.

(b) the Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations and subject always to the Act.

11. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club, the time for and manner of payment, shall be as determined by the Board.

12. EXISTING DIRECTORS

The members of the administrative or governing body (by whatever named called) of the Club in office immediately prior to this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution, where only half (1/2) of the positions of Directors shall be filled and the remaining Existing Directors continue in their role until the following Annual General Meeting, and thereafter the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE BOARD

Subject to the Act and this Constitution, 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 act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the Local Area.

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

The Board shall comprise;

- (a) a minimum of five (5) elected Directors;
who must all be Members and who shall be elected under **clause 15**;
and
- (b) up to four (4) appointed Directors;
who need not be Members and who may be appointed by the Directors
elected under **clause 15**.

14.2 Election and Appointment of Directors

- (a) The elected Directors shall be elected under **clause 15**.
- (b) The appointed Directors may be appointed under **clause 16**.

14.3 Portfolios

The Board may allocate portfolios to Directors.

15. ELECTED DIRECTORS

15.1 Nominations for Board

Nominations for elected Director positions shall be called forty-eight (48) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.

15.2 Form of Nomination

Nominations must be;

- (a) in writing;
- (b) on the prescribed form (if any) provided for the purpose;
- (c) signed by two (2) Individual Members or Life Members;
- (d) certified by the nominee (who must be an Individual Member or Life Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Club not less than thirty-five (35) days before the date fixed for the Annual General Meeting.

15.3 Elections

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received

to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.

- (b) If there is insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the position will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

15.4 Term of Appointment for Elected Directors

Directors elected under this **clause 15** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected.

Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following their election.

16. APPOINTED DIRECTORS

16.1 Appointment of Directors

The elected Directors may appoint up to two (2) appointed Directors.

16.2 Qualifications for Appointed Directors

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members.

16.3 Term of Appointment

Appointed Directors may be appointed by the elected Directors under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after the Annual General Meeting until after the conclusion of the second Annual General Meeting.

17. VACANCIES ON THE BOARD

17.1 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

17.2 **Grounds for Termination of Director**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with her creditors generally;
- (c) becomes of unsound mind or a person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns their office in writing to the Club;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Club without the approval of the Board;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of her interest;
- (h) in the opinion of the Board (subject always to this Constitution);
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
 - (ii) has brought the Club into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001(Cth)*.

17.3 **Board may Act**

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such a quorum.

18. MEETINGS OF THE BOARD

18.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall meet at least ten (10) times per year) and subject to this Constitution may adjourn and otherwise regulate its meeting as it thinks fit. A Director may at any time convene a meeting of the Board within reasonable time.

18.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by the majority of votes and a determination of the majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion is lost.

18.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by the majority of the Directors, shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) 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;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents clause 18.3(b)(i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors 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

within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

- (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at a place specified in the notice of meeting provided a Director is present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

18.4 **Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is five (5).

18.5 **Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

18.6 **Chairperson**

The Board shall appoint a chairperson from amongst its number. The chairperson shall be the nominal head of the Club and will act as chair of any Board Meeting or General Meeting at which they are present. If the chairperson is not present, or is unwilling or unable to preside at a Board Meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

18.7 **Conflict of Interest**

Directors shall declare their interest in any;

- (a) contractual matter
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and 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.

18.8 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

18.9 General Disclosure

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.8** as regards such Director and the said transaction. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

18.10 Recording Disclosures

Any declaration made, any disclosure or any general notice by a Director in accordance with **clauses 18.7, 18.8 and/or 18.9** must be recorded in the minutes of the relevant meeting.

19. DELEGATIONS

19.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time. In exercising its power under this clause the Board must take into account broad stakeholder involvement.

19.2 Delegation by Instrument

The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than;

- (a) this power of delegation; and
- (b) a function imposed on the Board or any officer by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

19.3 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

19.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time

19.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

19.6 Revocation of Delegation

The Board may by instrument in writing, at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

20. COMMON SEAL

- (a) The Club shall have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board and every use of the seal shall be recorded in the minute book of the Club. The affixing of the seal shall be witnessed by two (2) Directors.

21. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Club shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

22. SPECIAL GENERAL MEETINGS

22.1 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 clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

22.2 Requisition of Special General Meetings

- (a) The Board shall on the requisition in writing of not less than twenty (20) Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Club and may consist of several documents in the like form, each signed by one or more of the Members making the requisitions.
- (c) If the Board does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member at the address appearing in the Register kept by the Club. The auditor shall also be entitled to notice of every General Meeting, which shall be sent to its last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with;
 - (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote;

- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 37**.

24. BUSINESS

- (a) 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 Directors under this Constitution and the appointment of auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual general Meeting, with the exception of those matters set down in **clause 24 (a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at the meeting.

25. NOTICE OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

26.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be ten (10) Members entitled to vote.

26.2 Chairperson to preside

The chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except;

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the Directors present shall appoint one of themselves to preside as chairperson for that meeting only.

26.3 Adjournment of Meeting

- (a) 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 to such other day and at such other time and place as the chairperson may determine and 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.
- (b) The chairperson 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 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.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 26.3 (c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

26.4 **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 by;

- (a) the chairperson; or
- (b) a simple majority of Members.

26.5 **Recording of Determinations**

Unless a poll is demanded under **clause 26.4**, a declaration by the chairperson that a resolution has on the 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 Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

26.6 **Where Poll Demanded**

If a poll is duly demanded under **clause 26.4** it shall be taken in such manner and either at one or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

27. **VOTING AT GENERAL MEETINGS**

27.1 **Members Entitled to Vote**

Each Life Member and Individual Member shall be entitled to one (1) vote at General Meetings.

27.2 **Chairperson may Exercise Casting Vote**

Where voting at General Meetings is equal the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

27.3 **Postal and proxy voting**

- (a) Any Member entitled to vote who is unable to attend a General Meeting may apply to the Club for a postal vote at least 5 business days before the time of the relevant General Meeting.
- (b) Proxy voting shall not be permitted at any General Meeting.

28. **GRIEVANCE PROCEDURES**

- (a) The grievance procedure set out in this rule applies to disputes under the Constitution and/or Regulations between a Member and;
 - (i) another Member; or
 - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 28**.

29. **RECORDS AND ACCOUNTS**

29.1 **Records**

The Club 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.

29.2 **Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The Club shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

29.3 **Board to Submit Accounts**

The Board shall submit to the Members at the Annual General Meeting the statements of account of the Club in accordance with this Constitution and the Act.

29.4 **Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

29.5 **Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

30. **AUDITOR FOR PRESCRIBED ASSOCIATIONS**

- (a) A properly qualified auditor or auditors shall be appointed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001 (Cth)* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Club in General Meeting.
- (b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by the auditor or auditors at the conclusion of each Financial Year.

31. **APPLICATION OF INCOME**

31.1 The income and property of the Club shall be applied solely towards the promotion of the Objects.

31.2 Except as prescribed in this Constitution or the Act;

- (a) 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
- (b) 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.

31.3 Nothing in **clauses 31.1 or 31.2** shall prevent payment in good faith of or to any Member for;

- (a) any services actually rendered to the Club whether as an employee, Director or otherwise;
- (b) goods supplied to the Club in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member;
- (d) rent for premises demised or let by any Member of the Club;
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Club;

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.

32. WINDING UP

Subject to this Constitution the Club may be wound up in accordance with the Act.

33. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation having objects similar to the Objects 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 is imposed on the Club by this Constitution. Such organisation organisations to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of South Australia or other Court as may have or acquire jurisdiction in the matter.

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

35. REGULATIONS

35.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Golf in Local Area as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

35.2 Regulations Binding

All Regulations are binding on the Club and all Members.

35.3 Regulations Deemed Applicable

All Clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this Constitution insofar as such clauses, rules by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

35.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of Bulletins approved by the Board and prepared and issued by the Club. The Club shall display such Bulletins on a notice board in the public area of the club. The matters in the Bulletins are binding on all Members.

36. STATUS AND COMPLIANCE OF CLUB

36.1 Recognition of Club

The Club is a member of the RSO, SSO and NSO for Golf and is recognised by those bodies as the entity responsible for the delivery of Golf in the Local Area and subject to compliance with this Constitution and RSO, SSO and NSO constitutions shall continue to be so recognised and shall advance Golf in the Local Area in accordance with the Objects.

36.2 Constitution of the Club

This Constitution will clearly reflect the objects of the RSO, SSO and NSO and will conform to the constitutions of those bodies, subject always to the Act.

36.3 RSO and SSO

The Association may not resign, disaffiliate or otherwise seek to withdraw from RSO and SSO without approval by Special Resolution.

37. NOTICE

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address, or in the case of a Director, to the last notified address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

38. INDEMNITY

- (a) Every Director and employee of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
 - (ii) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
 - (iii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

39. AUTHORITY TO TRADE

The Club is authorised to trade in accordance with the Act.