



**NORTH ADELAIDE GOLF CLUB (NAGC) INCORPORATED**

*CONSTITUTION & RULES*

*September 16, 2018*

## 1. NAME

The name of the club shall be the  
NORTH ADELAIDE GOLF CLUB (NAGC) INCORPORATED .  
(Hereafter referred to as the Club.)

## 2. INTERPRETATIONS

- a) Unless the contrary intention appears in the Constitution “the Club” means the NORTH ADELAIDE GOLF CLUB (NAGC) INCORPORATED.
- b) “The Committee” means the Management Committee of the Club elected in accordance with the Constitution.
- c) “Clubhouse” means the whole of the building which houses the members’ locker rooms, bar entrance hallway and other areas within the confines thereof.
- d) “Constitution” means the Constitution of the NORTH ADELAIDE GOLF CLUB (NAGC) INCORPORATED.
- e) “Subscription” means the fee paid annually by the members of the Club.
- f) “Entrance fee” means the fee paid by way of admission to the Club.
- g) “Annual Green Fee” means the fee paid annually to the Corporation of the City of Adelaide which entitles the members to use the facilities available at the City of Adelaide Golf Links.
- h) “Special Levy” means an amount determined from time to time by the members of the Club with voting rights who attend an Annual General Meeting or Special General Meeting and pass a recommendation put forward by the Management Committee of the Club, which some or all categories of members shall pay to the Club in the manner advised by the Committee.
- i) Words importing the singular include the plural and vice versa where the context permits.
- j) “Masculine” includes “feminine” where the context permits.
- k) “Restricted competition” means a competition for which entry is restricted by gender, age or other criteria in line with acceptable practice and Golf SA regulation.

### 3. OBJECTS

The objects of the Club are:

- a) To promote the game of golf;
- b) To provide facilities for competitive golf, recreational golf and social activities;
- c) To promote and engage in activities calculated to promote the well-being of the Club and its members.

### 4. POWERS

4.1 The Club shall have all the powers conferred by Section 25 of the Associations Incorporation Act 1985 save and except such modifications and exclusions as are specified in this Constitution.

4.2 The Club shall have the following powers in addition to and without limitation of any powers conferred by law:

- a) To purchase, take on lease, in exchange or otherwise any lands, buildings, easements, or property, real and personal and any rights and privileges in relation thereto which may be required for the purpose of or conveniently used in connection with any of the objects of the Club, and to sell, demise, mortgage, give in exchange and dispose of the same of any parts thereof from time to time;
- b) To employ/dismiss, contract/rescind and remunerate persons, companies or businesses as necessary for the administration, management, conduct and other purposes of the Club;
- c) To invest and deal with the monies of the Club in such a manner as the Committee may from time to time determine;
- d) To promote and hold either alone or jointly with any other association, clubs or persons, golf meetings, competitions and matches and to offer, give and contribute towards prizes, medals and other awards, and to promote and host events and social events;
- e) To support and subscribe to a charitable institution or organisation.
- f) To apply for and hold licences, permits and other authorisation for the benefit of the members of the Club.
- g) To do all things conducive to the attainment of the Objects.
- h) To establish, promote or assist in promoting or establishing, to join or affiliate, or amalgamate with any other association or club whose objects are similar to the Objects of the Club, or to join or become a member of any authority, organisation, association or union controlling golf in South Australia for the time being, such that may be beneficial to the Club.

## 5. PATRON

The Club may elect a Patron at each Annual General Meeting.

## 6. MEMBERSHIP

6.1 The membership of the Club shall consist of the following classes.

a) Honorary Playing Life Members

- i) Honorary Playing Life Members shall have voting rights.
- ii) Honorary Playing Life Members shall be entitled to all privileges and playing rights of a Category 1 member.
- iii) Honorary Playing Life Members must participate in 20 Club competitions per annum to remain an Honorary Playing Life Member.
- iv) On retirement as a player, an Honorary Playing Life Member will automatically be reclassified as an Honorary Non-Playing Life Member.
- v) The cost of Annual Green Fee ticket for each Playing Life Member is met by the Club.

b) Honorary Non-Playing Life Members

- i) Honorary Non-Playing Life Members shall have voting rights.
- ii) Honorary Non-Playing Life Members shall have limited playing rights at the discretion of the Committee without payment of the Annual Green Fee.

c) Category 1 Members

- i) Category 1 Members shall be entitled to use the Club facilities.
- ii) Category 1 Members shall have voting rights.
- iii) Category 1 Members shall have full playing rights except when a restricted competition for which they are not eligible is being conducted and at such other times as determined by the Committee.

d) Category 2 Members

- i) Category 2 Members shall be entitled to use the Club facilities.
- ii) Category 2 Members shall have voting rights.
- iii) Category 2 Members shall have full playing rights Monday to Friday except when a restricted competition for which they are not eligible is being conducted and at such other times as determined by the Committee.

e) Category 3 Members.

- i) Category 3 Members shall be persons up to the age of 18 years inclusive.
- ii) Category 3 Members shall be entitled to use the Club facilities.
- iii) Category 3 Members shall have no voting rights.
- iv) Category 3 Members shall have the playing rights as determined the Committee.
- v) Category 3 Members upon attaining the age 18 years may apply to be admitted as a Category 1 or 2 Member.

f) Category 4 Members.

- i) Category 4 Members shall be entitled to use the Club facilities.
- ii) Category 4 Members shall have no voting rights.
- iii) Category 4 Members may play golf not more than six times a year and at such other times as determined by the Committee, and shall be responsible for the payment of green fees.
- iv) Category 4 Members are not eligible to enter any Club major competitions.

g) Category 5 Members

- i) Category 5 members shall have voting rights.
- ii) Category 5 members shall be entitled to use the Club facilities.
- iii) Category 5 members shall have full playing rights.
- iv) Category 5 members shall pay a daily green fee.

- 6.2. The entrance fee, annual subscriptions and annual green fee shall apply to members as set out below:

<i>Membership Category</i>	<i>Entrance Fee</i>	<i>Annual Subscription</i>	<i>Annual Green Fee</i>
Category 1	100%	100%	7 Days
Playing Life Member	0	0	7 Days
Non-Playing Life Member	0	0	Not applicable
Category 2	100%	100%	5 Days
Category 3A	50%	25%	7 Days
Category 3B	50%	75%	7 Days
Category 4	100%	25%	Not applicable
Category 5	100%	100%	Pay as you play

- 6.3 The number of members in each category of membership shall be determined by the Committee.
- 6.4 All applications for transfer of membership from one category of membership to another must be in writing and such transfer shall be the sole discretion of the Committee and shall be subject to payment of the current percentage differential Entrance Fee between the membership categories, if applicable.
- 6.5 Membership shall be restricted to 500 members or such other number of members as the Liquor Licensing Commission shall permit from time to time.

## **7. ADMISSION OF MEMBERS**

- 7.1 Nomination for membership of the Club shall be by submitting an Application for Membership Form
- 7.2 Each potential member will be advised of the category of membership to which membership has been approved.
- 7.3 The Secretary/Manager will provide a copy of the Constitution to new members on request or direct them to a copy.
- 7.4 Potential members will be provided with an account showing the annual subscription fee and such other financial commitments which membership entails.
- 7.5 A potential member admitted to a category of membership is entitled to all the rights and privileges of that category of membership.

7.6 Applications & Nominations for membership may be processed by Golf Links Staff and forwarded to the Secretary/Manager of the Club.

#### 7.7 Honorary Life Members

- a) On the recommendation of the Committee, a member of the Club may be elected an Honorary Life Member in consideration of valuable services rendered by that person to the Club, by a three-quarters majority of those present with voting rights at an Annual General Meeting.
- b) Every Honorary Life Member shall, during the currency of their Honorary Life Membership, be entitled to all the privileges and playing rights as prescribed in Section 6 of this Constitution.

#### 7.8 Temporary Members

The Committee may admit the following persons to the Club as Temporary Non-Voting Members:

- a) Persons who are members of interstate, or international golf clubs and are residing temporarily in South Australia who have satisfied the conditions imposed by the Committee.
- b) Persons participating in golf competition being conducted on the course of the Club under the auspices of the Committee.
- c) Persons who are members of associations or organisations which have been given permission by a resolution of the Management Committee to conduct a tournament on the course of the Club providing the predominant number of those persons compete in the tournament.
- d) Members of a golf club with which the Club has entered into a reciprocal agreement in respect of playing rights when such members are participating in a tournament or has paid a green fee or if no green fee is payable has used the links for the purpose of playing or practising golf.
- e) Persons who have been permitted by a resolution of the Committee passed and minuted to use the course of the Club or the premises thereof in connection with fund raising for the benefit of golf associations or for hospital or charitable purposes.
- f) Persons who are members of other golf clubs who have been permitted to use the course of the Club in respect of whom the appropriate green fee has been paid.
- g) Unless the Committee by resolution determines otherwise or the terms of a reciprocal agreement provide otherwise the period of such Temporary Membership shall not extend beyond the day of the permit or the competition on which the green fee has been paid or the course used for playing or practising the game of golf as the case may be.

- h) The Committee may refuse to admit a person to temporary membership, cancel the temporary membership of any person or suspend the temporary membership of any person for any period and is not bound to give any reason for doing so.

## **8. RESIGNATION**

A member may formally resign their membership of the Club at any time. A member will be deemed to have resigned their membership of the Club if they fail to pay their membership fees within thirty (30) days of the expiration of their membership.

## **9. FINANCIAL YEAR**

The financial year of the Club shall extend from the 1<sup>st</sup> of April in one year to the 30<sup>th</sup> of March in the following year.

## **10. ENTRANCE FEE**

- 10.1 The Entrance Fee shall be determined at the Annual General Meeting by a three-quarters majority of those present with voting rights.
- 10.2 The Committee may reduce or waive the Entrance Fee for a temporary period to promote membership of the Club, such period to be clearly defined in the minutes and such reduction or waiver to be equally granted to all new members admitted during the defined period.

## **11. SUBSCRIPTION**

- 11.1 The subscription for Category 1 Membership shall be set by the Committee and ratified at the Annual General Meeting.
- 11.2 The Club values the loyalty of members and recognises long serving Category 1, Category 2 and Category 5 membership with a rebate on the subscription portion of the member's annual costs. The qualifying conditions and value are:
- 30 years continuous membership as a Category 1, 2 or 5 member.
  - The value of the rebate on the relevant subscription is 30%.
- 11.3 In addition to the Club subscription fee Category 1, 2, and 3 shall pay the Annual Green Fee appertaining to their category, the cost of which shall be determined in negotiation with the Corporation of the City of Adelaide by 1<sup>st</sup> April each year Category 5 member shall pay the daily green fee as determined by the City of Adelaide.



- 11.4 A member not paying amounts due within thirty (30) days after their membership has expired, shall:
- a) be deemed to have resigned from the club;
  - b) not occupy any position on the Management Committee of the Club;
  - c) have their name removed from the list of members;
  - d) not be eligible to represent the Club in competition;
  - e) Not be eligible to compete in Club competitions for any Club prize or trophy.
- 11.5 Membership of the Club may be renewed by submitting an application for membership and payment of the appropriate fees.

## **12. SPECIAL LEVIES**

The imposition of Special Levies on all or any categories of membership shall be determined at an Annual General Meeting or any Special General Meeting by a three-quarter majority of the members with voting rights following consideration of recommendations put forward by the Committee.

## **13. AUDITORS**

- 13.1 There shall be at least two auditors who shall be elected at each Annual General Meeting and who are qualified in accordance with Section 35, 2 (b) of the Associations Incorporation Act 1985.
- 13.2 An auditor shall not be a member of the Committee but may be a member of the Club.
- 13.3 The auditors shall audit the accounts of the Club and shall have full access to all of the books, papers, accounts and documents relating to the affairs of the Club for the purposes of the conduct of the audit.
- 13.4 The auditors shall report to the Committee at any time, matters which are deficient, inefficient or ineffective in the accounts or books of the Club together with any recommendations they consider appropriate to remedy the situation.
- 13.5 The auditors' report on the accounts of the Club shall be submitted to the Annual General Meeting of the Club.
- 13.6 The remuneration of the auditors shall be determined by the Committee.
- 13.7 The Committee shall have the power to fill any vacancy of auditor for the balance of the financial year resulting from the death, resignation or other incapacity of an auditor.

## 14. SEAL OF THE CLUB

The Seal of the Club shall be under the control of the Committee, and shall not be affixed to any document, except by resolution of the Club or the Committee thereof. The Seal of the Club shall not be affixed to any document except in the presence of one Seal holder and the Secretary/Manager who shall both countersign any such document to which the Seal may be affixed. There shall be three Seal holders who shall be members of the Committee appointed by the Committee.

## 15. MANAGEMENT

The Club shall be managed by a Management Committee elected in accordance with the Constitution.

## 16. MANAGEMENT COMMITTEE

- 16.1 The business and general affairs of the Club shall be under the management of the Committee comprising the following voting members and non-voting members:

<b>Voting members</b>	<b>Non-voting ex officio members</b>
President	Immediate Past President of the Management Committee
Vice President	Secretary/Manager
Men's Captain	Financial Officer
Women's Captain	
Men's Vice-Captain	
Women's Vice Captain	
4 ordinary Members who are Category 1 or Category 2 members or Category 5 members or Life Members all of whom are available to assist on days when they do not have playing rights.	

- 16.2 The Secretary/Manager and Financial Officer positions must be advertised and appointed by the elected Committee of Management.
- 16.3 A quorum consists of half plus one of the total number of members with voting rights.
- 16.4 The Committee shall meet at least once in every calendar month and Minutes of all resolutions and proceedings shall be entered in the Minute Book kept for that purpose.

- 16.5 The Management Committee may from time to time make, delete or amend Rules not inconsistent with the Constitution for the administration and general management of the operations and affairs of the Club, and shall upon adoption of any new Rule notify the members, and shall maintain a register of the Rules.
- 16.6 The Committee shall order the payment of accounts of the Club and effect payment by cheques drawn on the banking account of the Club, and signed by two of the following: The President, Financial Officer and one other member of the Committee.
- 16.7 The Committee shall make rules consistent with Golf SA rules to regulate the conduct of golf and other such activities on the course and post such rules in the Clubhouse.
- 16.8 The Committee shall ensure that proper records of the financial affairs of the Club are kept.
- 16.9 The members of the Committee shall be nominated as Registered Officers pursuant to The Liquor Licensing Act 1997.
- 16.10 A member of the Committee having a direct or indirect pecuniary interest in a contract or proposed contract with the Club must disclose the nature and extent of that interest to the committee as required by the Act, and shall not vote with respect to that contract or proposed contract. The member of the committee must disclose the nature and extent of his or her interest in the contract at the next Annual General Meeting of the association.

## **17. EXECUTIVE COMMITTEE**

The President, Vice President, Men's and Women's Captain shall constitute an Executive Committee to deal with exceptional matters requiring urgent decision and a quorum shall be any three members of the Executive Committee.

## **18. SUB-COMMITTEE MEETINGS**

- 18.1 The Committee may appoint such Sub-Committee as it sees fit for any specific purpose and determine its powers.
- 18.2 The following Sub-Committees Chairs shall be appointed from the membership of the Committee:
  - Finance
  - Match
  - Planning
  - Events
  - Membership
- 18.3 The Committee may from time to time appoint from its members additional Sub-Committees as it sees fit and may delegate to each Sub-Committee any of the powers, duties or responsibilities of the Committee as the Committee may determine.

- 18.4 Every Sub-Committee shall conduct its business in accordance with all directions issued by the Committee and shall report to the Management Committee at monthly committee meetings.
- 18.5 The Committee may dissolve any Sub-Committee at any time.
- 18.6 The Match Sub Committee may appoint coordinators or coordinator's groups to assist in the running of specific competitions. The coordinators or groups remain under the direction and responsibility of the Match Committee.

## **19. DUTIES OF THE SECRETARY/MANAGER and FINANCIAL OFFICER**

- 19.1 The Secretary/Manager shall be the Public Officer of the Club pursuant to The Associations Incorporation Act, 1985.
- 19.2 The Secretary/Manager shall keep the minutes of all proceedings at the Annual General Meeting, Special General Meetings and Committee Meetings and shall produce such minutes whenever requested by the Committee.
- 19.3 The Secretary/Manager shall keep a register of the names and addresses of all members of the Club.
- 19.4 The Secretary/Manager shall pay accounts by cheque drawn on the bank account of the Club, or in such other manner as the Committee shall direct.
- 19.5 The Secretary/Manager and Financial Officer shall ensure that all fees (Entrance Fees, Subscriptions, and Competition Fees), charges, fundraising and trading revenues are accounted to the relevant bank account of the Club at least monthly or more often as the Committee may direct.
- 19.6 The Secretary/Manager or Financial Officer shall pay all money received into the bank account of the Club at least monthly or more often as the Committee may direct.
- 19.7 The Financial Officer shall submit a statement of the financial affairs of the Club to the Committee at its monthly meeting.
- 19.8 The Financial Officer shall submit a copy of the audited financial statement and balance sheet to the Committee at least fourteen (14) days prior to the Annual General Meeting.

## **20. ANNUAL GENERAL MEETING**

- 20.1 The Annual General Meeting shall be held in the month of July of each year.
- 20.2 The notice of the Annual General Meeting shall specify which vacant offices of Committee are to be filled and shall be placed on the noticeboards in the Clubhouse at least twenty-eight (28) days before the date of the Annual General Meeting.

- 20.3 No motion shall be moved at any Annual General Meeting unless notice in writing of such motion has been given to all members at least twenty-one (21) days before the date of the meeting and has been signed by the proposer and seconder both of whom shall have voting rights.
- 20.4 A copy of the agenda, and list of candidates and the Annual Report, an audited Statement of Accounts, and Balance Sheet shall be posted on the Club Notice Board at least fourteen (14) days prior to the Annual General Meeting, a copy of which will be made available to members on request.
- 20.5 The Chair of the meeting shall present the Annual Report, and the Statement of Accounts, and Balance Sheet for the past financial year.
- 20.6 The election of the officers and members of the Management Committee for the following two years shall take place and such other business as specified in the agenda shall be transacted.

## **21. SPECIAL GENERAL MEETING**

- 21.1 A Special General Meeting may be called at any time by the Committee.
- 21.2 The Committee on receipt of a written request signed by at least 25 members with voting rights shall call a Special General Meeting to deal with any matter specified in the written request.
- 21.3 The Secretary/Manager shall give at least twenty-eight (28) days ' notice of such meeting to all members by hand or post and of the business to be conducted.
- 21.4 No motion shall be moved at any Special General Meeting unless notice in writing of such motion has been given to all members at least twenty-one (21) days before the date of the meeting and is signed by the proposer and seconder both of whom have voting rights.

## **22. ADJOURNMENT**

- 22.1 The Chair shall upon a majority vote being taken to adjourn any Annual General Meeting or Special General Meeting adjourn such 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.
- 22.2 When an Annual General Meeting or Special General Meeting is adjourned for thirty (30) days or more, the notice to members of such adjourned meeting shall be given as if the adjourned meeting were an original meeting.

## **23. QUORUM OF ANNUAL GENERAL MEETING OR SPECIAL GENERAL MEETING**

- 23.1 The quorum shall be twenty-five (25) members with voting rights present at any Annual General Meeting or Special General Meeting.
- 23.2 No business except to adjourn the meeting shall be conducted at any Annual General Meeting or Special General Meeting unless a quorum is present.
- 23.3 If within thirty (30) minutes of the time appointed for the Annual General Meeting or Special General Meeting a quorum of members with voting rights is not present such meeting shall lapse and shall stand adjourned to the same day next week at the same time and if at such adjourned meeting a quorum is not present within thirty minutes of the time appointed for such meeting the members present with voting rights shall form a quorum.

## **24. VOTING POWERS**

- 24.1 Category 1 Members, Honorary Playing Life Members, Honorary Non-Playing Life Members, Category 2 members, and Category 5 members shall be entitled to vote at any Annual General Meeting or Special General Meeting.
- 24.2 A member who is entitled to vote at any Special General Meeting or Annual General Meeting for the election of the Management Committee, but who is unable to attend such meeting may apply in writing to the Secretary/Manager for an Absentee Vote.

## **25. BALLOT**

At any Annual General Meeting or Special General Meeting any resolution put to the vote shall be decided by a show of hands unless a ballot is demanded by at least ten (10) percent of members present with voting rights.

## **26. CHAIR**

- 26.1 The President or, in the President's absence, the Vice President, shall chair all Annual General Meetings and Special General Meetings and in the absence of both, the members with voting rights present may elect their own Chair.
- 26.2 The Chair shall have a deliberative vote and also a casting vote.

## **27. TENURE OF OFFICE**

- 27.1 The President and Vice President shall be elected for a term of two (2) years at alternating AGM's, and be eligible for re-election at the completion of their term.
- 27.2 The Captains and Vice Captains shall be elected for a term of two (2) years at alternating AGM's, and be eligible for re-election at the completion of their term.

- 27.3 Four ordinary members of the Committee shall each hold office for two consecutive years and shall be eligible for re-election. Two members shall retire at the end of even numbered years and the other two at the end of odd numbered years.
- 27.4 Ex-officio members shall hold office for the duration of their appointment to the relevant position.
- 27.5 The office of a Committee Member shall become vacant if the Committee Member:
- a) is disqualified by the Association Incorporation Act 1985;
  - b) is expelled under these rules;
  - c) is permanently incapacitated by ill health;
  - d) is absent from more than two consecutive Committee meetings without the Committee's approval;
  - e) resigns;
  - f) in the case of ex-officio positions, ceases to hold the relevant position
  - g) Is nominated (at a time when the Committee position is not at the end of its full two-year term) and agrees to stand for the office of President, Vice President, Captain or Vice Captain at an Annual General Meeting.
- 27.6 The Committee may appoint a successor to such vacancy and the successor shall serve the balance of the period which the original member would have served and then the position shall be filled in accordance with the Constitution.
- 27.7 No member is eligible for election to the Committee whilst serving on the Committee or sub-Committee of another golf club registered with Golf SA as a Class 1, 2 or 3 Club.

## **28. NOMINATION FOR COMMITTEE**

- 28.1 Each candidate for election as a member of the Management Committee must have Category 1 or Category 2 or Category 5 Membership and be proposed in writing on the official nomination form.
- 28.2 The nomination form must be signed by the proposer, seconder and candidate.
- 28.3 The candidate's proposer and seconder shall in each case be a member with voting rights.
- 28.4 The nomination of each candidate shall be delivered to the Secretary/Manager at least fourteen (14) days before the date of the Annual General Meeting.

## **29. BALLOT FOR COMMITTEE**

- 29.1 Where more candidates are nominated than there are vacancies to be filled then the election shall be by ballot.
- 29.2 The election of office bearers shall be conducted by the Returning Officer who shall be appointed by the President prior to each Annual General Meeting or Special General Meeting.
- 29.3 Two scrutineers who shall be members of the Club with voting rights shall be appointed by the Returning Officer prior to the Annual General Meeting.
- 29.4 With the exception of Absentee Votes, all other ballot papers must be lodged in person. The ballot box shall be sealed at the time nominated by the Chair of the AGM. The ballot box shall be delivered to the Returning Officer and the scrutineers by the Secretary/Manager as soon as practical after the ballot box is sealed closed.
- 29.5 Absentee votes must be lodged prior to the commencement of the AGM.
- 29.6 The required number of candidates receiving the greatest number of votes in accordance with directions on the ballot paper shall be elected. In the event of an equality of votes for two or more candidates there shall be an immediate ballot of those voting members present at the Annual General Meeting between those candidates.
- 29.7 In the event that the election fails to fill the advertised vacancies, the Returning Officer shall accept verbal nominations from the members in attendance. The nominator, seconder and nominee shall be Category 1, Category 2 or Category 5 members. If necessary after acceptance of verbal nominations, an election shall be conducted.
- 29.8 The decision of the Returning Officer relating to the ballot shall be final and conclusive.
- 29.9 Notwithstanding any rules herein, all officers of the Club shall be deemed to continue in office unless their successors shall have been duly elected.

## **30. ALTERATION TO THE CONSTITUTION**

A motion for the amendment or repeal of the Constitution shall only be made at an Annual General Meeting or Special General at which least twenty-five (25) members with voting rights are present and at least twenty-one (21) days' notice of the motion has been given to all members in accordance with the Constitution. No such motion shall be carried unless supported by no less than three-quarters of those voting.

## **31. MEMBERS TO ABIDE BY THE CONSTITUTION**

Every member shall be deemed to have agreed to abide and be bound by the Constitution of the Club.



## **32. REPRIMAND, SUSPENSION AND EXPULSION OF A MEMBER**

- 32.1 The Committee may reprimand, fine, suspend or expel any member of the Club under the Associations Incorporation Act, 1985:
- a) Who shall commit any breach or non-observance of the Constitution of the Club or of any order or direction of the Committee or of any Special or Ordinary General Meeting.
  - b) who in the opinion of the Committee shall be guilty either in or out of the Club of any act, practice, conduct, matter or thing prejudicial to the interests of the Club or calculated in any manner to bring discredit on the Club or its members or to impair or affect the enjoyment of the Club premises by the members. Notice of any such fine, suspension or expulsion shall forthwith be sent to the member at his last known address by mail or electronic medium.
- 32.2 Particulars of the charge shall be communicated to the member by mail or electronic medium at least one calendar month before the meeting of the Committee at which matter will be determined.
- 32.3 Any member of the Club who may feel aggrieved by any decision or action of the Committee under this clause may by notice in writing given or delivered to the Secretary/Manager within one calendar month from the date of notification by the Committee appeal against such decision or action to a Special General Meeting of the Club.
- 32.4 Such notice of appeal shall state the grounds of appeal and such appeal shall be heard by a Special General Meeting of the Club to be called by the Secretary/Manager within seven days of receipt of the notice of appeal and the decision of such Special General Meeting shall not be questioned in any manner or place whatsoever.

## **33. ADDRESSES OF MEMBERS**

Every member shall notify the Secretary/Manager of their residential and business addresses and respective telephone numbers.

## **34. RECIPROCAL CLUBS**

- 34.1 The Committee may enter into reciprocal agreements with any registered or overseas golf club, on the condition that members of the Club shall enjoy with such reciprocal club the same rights and privileges as are accorded to members of such reciprocal clubs by this Club.
- 34.2 Upon such reciprocal arrangement being entered into with any club, the members of such club shall enjoy the reciprocal privileges as would be accorded to members visiting the reciprocal club.

### **35. VISITORS**

Upon payment of the required Competition Fee and Green Fee, visitors introduced by a member may play in any club competition.

### **36. COMPLIANCE WITH THE LIQUOR LICENSING ACT**

- 36.1 No liquor shall be sold or supplied to any person under the age of eighteen years.
- 36.2 A member or visitor may not purchase liquor other than for consumption on the Club premises.
- 36.3 The Licensee and barpersons shall do all things necessary to comply with the provisions of the Liquor Licensing Act 1997.
- 36.4 The Committee of Management shall ensure that the Club complies with the Liquor Licensing Act 1997.

### **37. NOTICES TO MEMBERS**

The Secretary/Manager may give notice of any matter to any member either personally or by email or by sending it by post to his last known address.

### **38. WINDING UP OF THE CLUB**

- 38.1 The Club shall only be wound up by a resolution of a Special General Meeting of the Club convened solely for the purpose of considering a resolution that the Club be wound up.
- 38.2 The resolution shall be passed by not less than three fourths majority of members with voting rights present and voting on the resolution.
- 38.3 On winding up of the Club any surplus assets remaining after paying all the liabilities of the Club and the expense of the winding up shall be applied for such one or more purposes promoting or advancing the sport of golf and the playing of golf which the Committee of the Club at the time of the resolution to wind up is passed may determine.
- 38.4 If the Committee shall not make a determination within one calendar month of the date on which the Club is wound up then the surplus assets or so much of the surplus assets as are not subject to the determination shall be applied for such charitable purposes in South Australia as the Attorney General of South Australia may direct.

### **39. COMPETITION**

- 39.1 The Committee shall have the power to make rules for the conduct of all Club matches, including single gender Club matches where Golf SA rules do not apply and for the settling of all disputes. The decision of the Committee shall be final.
- 39.2 The Committee shall have the power to prohibit play on the course at any time and notice thereof shall be posted on the notice boards.
- 39.3 The Committee shall have the sole power to give or accept challenges to and from other clubs.
- 39.4 Competitions shall be confined to members and visitors unless otherwise determined by the Committee.
- 39.5 Handicap competitions shall be played in such divisions the Committee decides.
- 39.6 Any dispute arising as to the result of any competition shall be referred to the Match Committee whose decision shall be final and binding on all competitors.
- 39.7 No protest relating to a Club competition shall be valid unless made in writing setting forth the grounds thereof signed by the person protesting, and delivered to the Secretary/Manager or a member of the Committee before 7.00pm on the day of such competition.

### **40. CLUB COLOURS**

The Club Color's shall be blue, green, red and white.

### **41. COMPLAINTS**

Complaints shall be made in writing to the Secretary/Manager who shall refer all complaints to the Management Committee.