

ASSOCIATIONS INCORPORATION ACT 2009

**CONSTITUTION OF THE
FAR SOUTH COAST DISTRICT GOLF ASSOCIATION
INCORPORATED**

Adopted 26 November 2012

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1. NAME

The name of the Association is the Far South Coast District Golf Association Incorporated.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

- (a) **Annual General Meeting** means an annual general meeting of the Association held in accordance with clause 11.1.
- (b) **Association** means the Far South Coast District Golf Association Incorporated.
- (c) **Act** means the *Associations Incorporation Act 2009* (NSW).
- (d) **By-laws** means the by-laws of the Association made in accordance with clause 10.3.
- (e) **Committee** means the Committee of Management of the Association constituted in accordance with clause 10.
- (f) **Director-General** means the Director-General from time to time of the Department of Fair Trading.
- (g) **District** means the geographical area for which the Association is responsible as recognised and determined by GNSWL from time to time.
- (h) **General Meeting** means the Annual General Meeting or any Special General Meeting of the Association.
- (i) **GNSWL** means Golf NSW Limited (ACN 001 642 628).
- (j) **Golf Club** means a golf club which is a Member, or is otherwise affiliated with the Association.
- (k) **Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in the District.
- (l) **Life Member** means a person awarded life membership of the Association in accordance with clause 4.2.
- (m) **Member** means a current member of the Association.
- (n) **Objects** mean the objects of the Association as set out in clause 3.1.
- (o) **Public Officer** means the person appointed to be the public officer of the Association in accordance with the Act.
- (p) **Regulation** means the *Associations Incorporation Regulation 2010* (NSW).
- (q) **Secretary** means:
 - (i) the person holding office under these Rules as Secretary of the Association; or
 - (ii) where no such person holds that office, the Public Officer.

- (r) **Special General Meeting** means a special general meeting of the Association held in accordance with clause 12.
- (s) **Special Resolution** has the meaning defined in the Act.

2.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply to this Constitution unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to clause, subclause, paragraph, Schedule or Annexure refers to a clause, subclause, paragraph of or a schedule or annexure to this Constitution.
- (f) A reference to any party to this deed or any other agreement or document includes the party's successors and permitted assigns.
- (g) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Constitution.
- (h) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (i) A reference to dollars or \$ is to Australian currency.
- (j) A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (k) A reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (l) Unless otherwise stated, one provision does not limit the effect of another.
- (m) A reference to conduct includes any omission, statement or undertaking, whether or not in writing.
- (n) Words such as "include" and "for example" (in any form) do not limit the meaning of any general words by reference to the listed examples.

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

- (a) 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.
- (b) Model rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE ASSOCIATION

3.1 Objects

The objects for which the Association is established are:

- (a) to affiliate with, and support GNSWL as the governing body of the game of golf in the State of New South Wales and to pay all affiliation and/or membership fees and other payments as may be necessary to maintain affiliation and/or membership of GNSWL from time to time or any similar body, the Committee deems is in the best interests of the Association;
- (b) to promote and conserve the best interests and true spirit of the game of golf as embodied in its ancient and honourable traditions and in accordance with the rules adopted from time to time by the Royal and Ancient Golf Club of St. Andrews in Scotland;
- (c) to advance and develop the game of golf throughout the Far South Coast District of New South Wales;
- (d) to adopt, enforce and interpret the rules for the playing of the game of golf;
- (e) to arrange, administer and control all major golf tournaments including open competitions and junior tournaments in the District;
- (f) to arrange, administer and control Inter District matches with other District Associations;
- (g) to regulate and control the uniform handicapping and course rating systems prescribed from time to time by the Australian Golf Union or other governing body;
- (h) to decide upon any question or dispute relating to the game of golf referred to it by any member club subject to the overall authority on such matters of GNSWL or other governing body of the game of golf in New South Wales from time to time;
- (i) adopt and implement such policies as may be developed by GNSWL, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in the game of golf;
- (j) where possible to adhere to the fixture list of GNSWL as determined and published by GNSWL annually so as to avoid conducting tournaments which conflict with State Golfing events specified in the fixture list of GNSWL;
- (k) to appoint such committees or sub-committees either from within or without the Committee as may from time to time be considered advisable to assist the Committee in carrying out these objects;
- (l) to carry out, perform and exercise such other objects, duties and powers as may be assigned or delegated to it by GNSWL or other governing body;
- (m) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with any of the objects of the Association provided that in case the Association takes or holds any property which may be subject to any trusts the Association will only deal with the same in such manner as is allowed by law having regard to such trusts;
- (n) to:
 - (i) enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Association's objects or any of them;

- (ii) obtain from any such Government or authority any rights, privileges and concessions which the Association may think it desirable to obtain; and
- (iii) carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (o) to appoint, employ, remove or suspend such managers, clerks, secretaries, employees, contractors and other persons as may be necessary or convenient for the purpose of the Association;
- (p) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Association or the dependants or connections of any such persons and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (q) to invest and deal with the money of the Association not immediately required in such manner as may be permitted by law for the investment of trust funds;
- (r) to borrow or raise or secure the payment of money in such manner as the Association may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and to purchase, redeem or pay off any such securities;
- (s) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (t) in furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- (u) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, on any part of the Association's property of whatsoever kind sold by purchasers and others;
- (v) to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association;
- (w) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient and as are lawful for the purpose of procuring contributions to the funds of the Association, in the form of donations, annual subscriptions or otherwise;
- (x) to print and publish any newspaper, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- (y) to make donations for patriotic or charitable purposes; and
- (z) to do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

3.2 Powers of the Association

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

4. MEMBERSHIP

4.1 Qualifications for Membership

- (a) Only those Golf Clubs that are located within the boundaries of the District will be eligible for membership of the Association.
- (b) All Golf Clubs who were, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed members of the Association from the time of approval of this Constitution under the Act.

4.2 Life Membership

- (a) All persons who, at the date of the Special Resolution adopting this Constitution, are recorded as Life Members of the Association shall remain Life Members of the Association.
- (b) The Association shall have the power to award Life Membership of the Association to any person who has at any time been a member of the Committee of the Association or who has given outstanding service to the game of golf in the District.
- (c) A Life Member of the Association, in his capacity as Life Member shall have no right to attend or vote at meetings of the Association, the Committee or at any other meeting pursuant to this Constitution nor shall he be liable for payment of any fees or subscriptions to the Association or to make any contribution whatsoever to the Association by virtue of such Life Membership.

4.3 Application for Membership

- (a) Application for membership of the Association must be made in writing to the Secretary in the form set out in Appendix 1 accompanied by the applicant's constitution (or memorandum and articles of association), by-laws (if any), score card, line drawing of the course, evidence of tenure and such other information as the Committee may prescribe.
- (b) As soon as practicable after receiving a nomination for membership, the Secretary will refer the nomination to the Committee which will determine whether to approve or to reject the nomination.
- (c) Where the Committee determines to approve a nomination for membership, the Secretary will, as soon as practicable after that determination, notify the nominee of that approval and request the nominee to pay within the period of 28 days after receipt by the nominee of the notification, the moneys payable under clause 6 by a member as the entrance fee and annual subscription.
- (d) The Secretary will, on payment by the nominee of the amounts referred to in clause 4.3(c) within the period referred to in that clause enter the nominee's name in the register of members and, upon the name being so entered, the nominee becomes a member of the Association.

4.4 Cessation of Membership

A Golf Club ceases to be a Member if it:

- (a) is dissolved or if being a company it resolves to go into voluntary liquidation or an order for the liquidation of the company is made;
- (b) resigns that membership; or
- (c) is expelled from the Association.

4.5 Membership Entitlements Not Transferrable

A right, privilege or obligation which a Member has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another Golf Club or person; and
- (b) terminates upon cessation of membership of the Association.

4.6 Resignation of Membership

- (a) A Member is not entitled to resign their membership of the Association except in accordance with this clause 4.6.
- (b) A Member which has paid all amounts payable by the Member in respect of the Member's membership of the Association may resign from membership of the Association by first giving notice not less than one month (or not less than such other period as the Committee may determine) notice in writing to the Secretary of the Member's intention to resign and, upon the expiration of the period of notice, the Member ceases to be a member of the Association.
- (c) Where a Member ceases to be a member of the Association in accordance with clause 4.6(b), and in every other case where a Member ceases to hold membership of the Association, the Secretary will make an appropriate entry in the register of members recording the date on which the Member ceased to be a member of the Association.

4.7 Register of Members

- (a) The Public Officer will establish and maintain a register of members of the Association specifying the name and address of each Golf Club that is a member of the Association together with the date on which the Golf Club became a member of the Association.
- (b) The register of members will be kept at the principal place of administration of the Association and will be open for inspection, free of charge, by a delegate of any Member.
- (c) A Member may obtain a copy of any part of the register of members on payment of a fee of \$1.00 for each page copied (or such other amount as determined by the Committee from time to time).

4.8 Effect of Membership

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution, the By-Laws and the constitution and by-laws of GNSWL;
- (b) they shall comply with and observe this Constitution, the By-laws and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority from the Committee; and
- (c) by submitting to this Constitution they are subject to the jurisdiction of the Association and GNSWL.

5. DELEGATES

- (a) Each Member may be represented at all meetings of the Association only by a delegate or delegates appointed in writing by the Member and given to the Secretary.
- (b) The maximum number of delegates which a member may have will be determined in accordance with clause 13.7(a).

6. FEES, SUBSCRIPTIONS, ETC

- (a) A Member will, upon admission to membership of the Association, pay to the Association an entrance fee of \$2.00 or, if some other amount is determined by the Committee, that other amount.
- (b) In addition to any amount payable by the Member under clause 6(a), a Member must pay to the Association an annual membership fee of \$2.00 or, if some other amount is determined annually by the Committee, that other amount:
 - (i) except as provided by clause 6(b)(ii), before 30th November in each calendar year; or
 - (ii) where the member becomes a member on or after 30th November in any calendar year, upon becoming a member and before 30th November in each succeeding calendar year.

7. MEMBERS LIABILITIES

The liability of a Member to contribute towards the payment of the debts and liabilities of the Association or the cost, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the Association as required by clause 6.

8. RESOLUTION OF DISPUTES

- (a) The grievance procedure set out in this clause 8 applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting referred to in clause 8(b) or if a party fails to attend that meeting within 10 days after the 14 day period referred to in clause 8(b), then the parties must refer the dispute for resolution to GNSWL.

9. DISCIPLINING OF MEMBERS

- (a) Where the Committee is of the opinion that a Member:
 - (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) has persistently and wilfully acted in a manner prejudicial to the interests of the Association,the Committee will write to the Member notifying the Member of the Committee's opinion.
- (b) If:
 - (i) the Member fails to reply to the Committee's notice; or
 - (ii) the Committee considers the Member's reply to the Committee's notice to be unsatisfactory,

the Committee may, by resolution:

- (iii) expel the Member from the Association; or
 - (iv) suspend the Member from membership of the Association for a specified period.
- (c) A resolution of the Committee under clause 9(b) is of no effect unless the Committee, at a meeting held not earlier than 14 days and not later than 28 days after service on the Member of a notice under clause 9(d), confirms the resolution in accordance with this clause 9.
- (d) Where the Committee passes a resolution under clause 9(b), the Secretary will, as soon as practicable, cause a notice in writing to be served on the Member:
- (i) setting out the resolution of the Committee and the grounds on which it is based;
 - (ii) stating that a delegate or delegates of the Member may address the Committee at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - (A) have its delegate or delegates attend and speak at that meeting; and/or
 - (B) submit to the Committee at or prior to the date of that meeting written representations relating to the resolution.
- (e) At a meeting of the Committee held as referred to in clause 9(c) the Committee will:
- (i) give to the delegate or delegates of the Member an opportunity to make oral representations;
 - (ii) give due consideration to any written representations submitted to the Committee by the Member at or prior to the meeting; and
 - (iii) by resolution determine whether to confirm or to revoke the resolution.
- (f) Where the Committee confirms a resolution under clause 9(e), the Secretary will, within 7 days after that confirmation, by notice in writing inform the Member of that fact.

10. THE COMMITTEE

10.1 Committee

The Committee of Management of the Association will be called the Committee.

10.2 General Powers of the Committee

Subject to the Act, the Regulation, this Constitution and to any resolution passed by the Association in General Meeting, the Committee:

- (a) is to control and manage the affairs of the Association;
- (b) may exercise all such functions as may be exercised by the Association other than those functions that are required by this Constitution to be exercised by a general meeting of members of the Association;
- (c) has power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Association.

10.3 Power to Make By-Laws

- (a) The Committee may formulate, issue, adopt, interpret and amend such By-laws for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and the game of golf in the District as it thinks necessary or desirable.
- (b) All By-laws must be consistent with this Constitution, GNSWL's constitution, any by-laws made by GNSWL and any policy directives of the Committee.
- (c) A By-law will not be effective until a copy of the By-law certified under the hand of the Secretary has been sent to all Members.
- (d) Subject to clause (c), all By-laws are binding on the Association and all Members.
- (e) All By-laws of the Association in force at the date of the approval of this Constitution insofar as such By-laws are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-laws and shall continue to apply.
- (f) A By-law may be rescinded by the Committee or by a resolution passed by a simple majority at a General Meeting.

10.4 Constitution and Membership of the Committee

- (a) Subject in the case of the first members of the Committee to section 28 of the Act, the Committee will consist of:
 - (i) the Office-Bearers of the Association; and
 - (ii) 3 Ordinary Committee members (Note: or such larger number as may be desired by the Association);

each of whom shall be elected at the Annual General Meeting of the Association pursuant to clause 10.5
 - (iii) the delegate to the GolfNSW Council appointed by the Committee if not already elected as an Office-Bearer or Ordinary Committee member.
- (b) Only delegates of Members who have written authorisation from a Member regarding that person's eligibility for election (a copy of which must be furnished to the Committee with the person's nomination for election) will be eligible to be Office-Bearers or Ordinary Committee members.
- (c) The Office-Bearers of the Association will be:
 - (i) the President; and
 - (ii) the Vice-President; and
 - (iii) the Captain; and
 - (iv) the Vice-Captain; and
 - (v) the Junior Promotions Officer
- (d) The Secretary and Treasurer shall be appointed by the Committee.
- (e) Each Office-Bearer and Ordinary member of the Committee will, subject to this Constitution, hold office until the conclusion of the Annual General Meeting following the date of the member's election, but is eligible for re-election.

- (f) In the event of a casual vacancy occurring in the membership of the Committee, the Committee may appoint a Delegate of a Member to fill the vacancy, or if the position is unable to be filled by a Delegate, the Committee may appoint a person other than a Delegate to the casual vacancy, and the person will hold office, subject to the Constitution, until the conclusion of an Annual General Meeting next following the date of the appointment.

10.5 Election of Members of the Committee

- (a) Subject to clause 10.5(d), nominations of candidates for election as Office-Bearers of the Association or as Ordinary members of the Committee shall be from the delegates of members at the Annual General Meeting.
- (b) Any two (2) delegates may nominate any other delegate to serve as an officer or other Committee member.
- (c) All nominations shall be made from the floor of the meeting and shall be agreed by the nominee.
- (d) If insufficient further nominations are received any vacant positions remaining on the Committee will be deemed to be casual vacancies.
- (e) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated will be deemed to be elected.
- (f) If the number of nominations received exceeds the number of vacancies to be filled, a ballot will be held.
- (g) The ballot for the election of Office-Bearers and Ordinary members of the Committee will be conducted at the Annual General Meeting in such usual and proper manner as the Committee may direct but using the "first past the post" system of voting.

10.6 Duties of Secretary

- (a) The Secretary of the Association will, as soon as practicable after being appointed as Secretary, lodge notice with the Association of his or her address.
- (b) It is the duty of the Secretary to keep minutes of:
 - (i) all appointments of Office-Bearers and members of the Committee;
 - (ii) the names of members of the Committee present at a Committee meeting or a general meeting; and
 - (iii) all proceedings at Committee meetings and general meetings.
- (c) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

10.7 Duties of Treasurer

It is the duty of the Treasurer of the Association to ensure that:

- (a) all money due to the Association is collected and received and that all payments authorised by the Association are made; and
- (b) correct books and accounts are kept showing the financial affairs of the Association including full details of all receipts and expenditure connected with the activities of the Association.

10.8 Casual Vacancies

For the purposes of this constitution, a casual vacancy in the office of a member of the Committee occurs if the person who holds that office:

- (a) dies;
- (b) the Member of which the person is a delegate ceases to be a member of the Association;
- (c) becomes bankrupt or insolvent under administration;
- (d) resigns office by notice in writing given to the Secretary;
- (e) is removed from office under clause 10.9;
- (f) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (g) is absent without the consent of the Committee from all meetings of the Committee held during a period of 6 months;
- (h) ceases to be a delegate of a member by reason of a notice in writing to that effect being delivered to the Secretary; or
- (i) fails to comply with the requirements of clause 24.

10.9 Removal of a Member of the Committee

- (a) The Association in General Meeting may by ordinary resolution:
 - (i) remove any member of the Committee from office before the expiration of the term of office of that person; and
 - (ii) appoint another person being the delegate of a Member to hold office until the expiration of the term of office of that person so removed.
- (b) Where a member of the Committee to whom a proposed resolution referred to in clause 10.9(a) makes representations in writing to the Secretary or President (not exceeding a reasonable length) and requests that the representations be notified to the Members, the Secretary or the President may send a copy of the representations to each Member or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

10.10 Meetings of the Committee

- (a) The Committee must meet at least 3 times in each period of 12 months at such place and time as the Committee may determine.
- (b) Additional meetings of the Committee may be convened by the President and any 2 members of the Committee.
- (c) Oral or written notice of a meeting of the Committee will be given by the Secretary to each member of the Committee at least 48 hours (or such other period as may be unanimously agreed upon by the members of the Committee) before the time appointed for the holding of the meeting.
- (d) Notice of a meeting given under clause 10.10(c) will specify the general nature of the business to be transacted at the meeting and no business other than that business will be transacted at the meeting, except business which the Committee members present at the meeting unanimously agree to treat as urgent business.

10.11 Quorum for the Committee

- (a) Any 5 members of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.
- (b) No business will be transacted by the Committee unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting will stand adjourned to the same place and at the same hour of the same day in the following week.
- (c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting will be dissolved.
- (d) At a meeting of the Committee:
 - (i) the President or, in the President's absence, the Vice-President will preside; or
 - (ii) if both the President and the Vice-President are absent or unwilling to act, one of the remaining members of the Committee as may be chosen by the members present at the meeting will preside.

10.12 Delegation by Committee to Sub-Committee

- (a) The Committee may, by instrument in writing, delegate to one or more sub-committees, consisting of such delegate or delegates and other persons who have written authorisation from a Member regarding that person's eligibility for appointment (a copy of which must be furnished to the Committee with the person's nomination for appointment) the exercise of such of the functions of the Committee as are specified in the instrument, other than:
 - (i) this power of delegation; and
 - (ii) a function which is a duty imposed on the Committee by the Act or by any other law.
- (b) A function the exercise of which has been delegated to a sub-committee under this clause 10.12 may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (c) A delegation under this clause 10.12 may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (d) Notwithstanding any delegation under this clause 10.12, the Committee may continue to exercise any function delegated.
- (e) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause 10.12 has the same force and effect as it would have if it had been done or suffered by the Committee.
- (f) The Committee may, by instrument in writing, revoke wholly or in part any delegation under this clause 10.12.
- (g) A sub-committee may meet and adjourn as it thinks proper.
- (h) The President will be ex officio a member of all sub-committees.

10.13 Voting and Decisions of Committee

- (a) Questions arising at a meeting of the Committee or of any sub-committee appointed by the Committee will be determined by a majority of the votes of members of the Committee or sub-committee present at the meeting.

- (b) Each member present at a meeting of the Committee or of any sub-committee appointed by the Committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (c) Subject to clause 10.11(a), the Committee may act notwithstanding any vacancy on the Committee.
- (d) Any act or thing done or suffered, or purporting to have been done or suffered, by the Committee or by a sub-committee appointed by the Committee, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Committee or sub-committee.

11. ANNUAL GENERAL MEETINGS

11.1 Holding of Annual General Meetings

- (a) With the exception of the first Annual General Meeting of the Association, the Association will, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Association, convene an Annual General Meeting of its members.
- (b) The Association will hold its first Annual General Meeting:
 - (i) within the period of 18 months after its incorporation under the Act; and
 - (ii) within the period of 2 months after the expiration of the first financial year of the Association.
- (c) Clauses 11.1(a) and 11.1(b) have effect subject to any extension or permission granted by the Director-General under section 37(2)(b) of the Act.

11.2 Calling of and Business at Annual General Meeting

- (a) The Annual General Meeting of the Association will, subject to the Act and to clause 11.1, be convened on such date and at such place and time as the Committee thinks fit.
- (b) In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting will be:
 - (i) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
 - (ii) to receive from the Committee reports upon the activities of the Association during the last preceding financial year;
 - (iii) to elect Office-Bearers and Ordinary members of the Committee of the Association; and
 - (iv) to receive and consider the statement which is required to be submitted to Members pursuant to Part 5 of the Act namely a statement which is not misleading and which gives a true and fair view of the following:
 - (A) the income and expenditure of the Association during its last financial year;
 - (B) the assets and liabilities of the Association at the end of its last financial year;
 - (C) the mortgages, charges and other securities of any description affecting any of the property of the Association at the end of its last financial year; and

- (D) in respect of each trust of which the Association was trustee during a period, being the whole or any part of the last financial year of the Association:
 - (I) the income and expenditure of the trust during that period;
 - (II) the assets and liabilities of the trust during that period; and
 - (III) the mortgages, charges and other securities of description affecting any of the property of the trust at the end of that period.
- (c) An Annual General Meeting will be specified as such in the notice convening it.

12. SPECIAL GENERAL MEETINGS - CALLING OF

- (a) The Committee may, whenever it thinks fit, convene a Special General Meeting of the Association.
- (b) The Committee will, on the requisition in writing of not less than 5 Members, convene a Special General Meeting of the Association.
- (c) A requisition of Members for a Special General Meeting:
 - (i) must state the purpose or purposes of the meeting;
 - (ii) must be signed by the Members making the requisition;
 - (iii) must be lodged with the Secretary; and
 - (iv) may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.
- (d) If the Committee fails to convene a Special General Meeting to be held within one month after the date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a Special General Meeting to be held not later than 3 months after that date.
- (e) A Special General Meeting convened by a Member or Members in accordance with clause 12(d) will be convened as nearly as is practicable in the same manner as General Meetings are convened by the Committee and any Member who consequently incurs expense is entitled to be reimbursed by the Association for any expense so incurred.

13. PROCEDURES FOR GENERAL MEETINGS

13.1 Notice for General Meetings

- (a) Except where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary will, at least 14 days before the date fixed for the holding of the General Meeting, cause to be sent to each Member at the Member's address appearing in the register of members or to another agreed address, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (b) Where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary will, at least 21 days before the date fixed for the holding of the General Meeting, cause notice to be sent to each Member in the manner provided in clause 13.1(a) specifying, in addition to the matter required under clause 13.1(a), the intention to propose the resolution as a special resolution.

- (c) No business other than that specified in the notice convening a General Meeting will be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted pursuant to clause 11.2(b).
- (d) A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who will include that business in the next notice calling a General Meeting given after receipt of the notice from the Member.

13.2 Quorums

- (a) No item of business will be transacted at a general meeting unless a quorum of Members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- (b) Delegates present in person representing half of the number of Members (plus one) constitute a quorum for the transaction of the business of a General Meeting.
- (c) If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:
 - (i) if convened upon the requisition of Members, will be dissolved; and
 - (ii) in any other case, will stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the General Meeting is adjourned) at the same place.
- (d) If at the adjourned General Meeting a quorum is not present within half an hour after the time appointed for the commencement of the General Meeting, the delegates present (representing not less than 4 Members) will constitute a quorum.

13.3 Presiding Member

- (a) The President or, in the President's absence the Vice-President, will preside as chairperson at each General Meeting.
- (b) If both the President and the Vice-President are absent from a General Meeting or unwilling to act, the Members present will elect one of their number to preside as chairperson at the General Meeting.

13.4 Adjournment

- (a) The chairperson of a General Meeting at which a quorum is present may, with the consent of the delegates representing a majority of Members present at the General Meeting, adjourn the General Meeting from time to time and place to place, but no business will be transacted at an adjourned General Meeting other than the business left unfinished at the General Meeting at which the adjournment took place.
- (b) Where a General Meeting is adjourned for 14 days or more, the Secretary will give written or oral notice of the adjourned General Meeting to each Member of the Association stating the place, date and time of the General Meeting and the nature of the business to be transacted at the General Meeting.
- (c) Except as provided in clauses 13.4(a) and 13.4(b), notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned General Meeting is not required to be given.

13.5 Making of Decisions

- (a) A question arising at a General Meeting will be determined on a show of hands of the delegates and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or

carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- (b) At a General Meeting, a poll may be demanded by the chairperson or by delegates present in person at the General Meeting representing not less than 3 Members.
- (c) Where a poll is demanded at a General Meeting, the poll will be taken:
 - (i) immediately in the case of a poll which relates to the election of the chairperson of the General Meeting or to the question of an adjournment; or
 - (ii) in any other case, in such manner and at such time before the close of the General Meeting as the chairperson directs,

and the resolution of the poll on the matter will be deemed to be the resolution of the General Meeting on that matter.

13.6 **Special Resolution**

A resolution of the Association is a special resolution if:

- (a) it is passed by a majority of Members which comprises not less than three-quarters of such Members as, being entitled under this Constitution to do so, vote at a General Meeting of which not less than 21 days written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution; or
- (b) where it is made to appear to the Director-General that it is not possible or practicable for the resolution to be passed in the manner specified in clause 13.6(a), the resolution is passed in a manner specified by the Director-General.

13.7 **Voting at General Meetings**

- (a) Subject to clause 13.7(b), at all General Meetings each Member will be entitled to be represented by 2 voting delegates whose appointment must be certified in advance of the General Meeting by such Member to the Secretary and upon any question arising at a General Meeting, other than a special resolution as referred to in clause 13.6 (in which case each Member will only be entitled to one vote), each delegate will be entitled to one vote.
- (b) All votes must be given personally.
- (c) In the case of an equality of votes on a question at a General Meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (d) A Member or delegate of a Member is not entitled to vote at any General Meeting unless all money due and payable by the Member (including the annual membership fee) has been paid.
- (e) The Member of which an Officer or Ordinary Committee Member is a member will be entitled to be represented by the number of voting delegates as determined in accordance with clause 13.7(a) in addition to the President.

14. POSTAL BALLOTS

- (a) The Association may hold a postal ballot (including by the use of electronic mail) to determine any issue or proposal.
- (b) A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation.

15. INSURANCE

The Association may effect and maintain such insurances as the Committee thinks it desirable to maintain.

16. INCOME

16.1 Source of Income

- (a) The income and property of the Association will be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the Association in general meeting, such other sources as the Committee determines.
- (b) All money received by the Association will be deposited as soon as practicable and without deduction to the credit of the Association's bank account.
- (c) The Association will, as soon as practicable after receiving any money, issue an appropriate receipt.

16.2 Management of Income

- (a) Subject to any resolution passed by the Association in General Meeting, the funds of the Association will be used in pursuance of the objects of the Association in such manner as the Committee determines.
- (b) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any person who holds any office of the Association.
- (c) Nothing in clauses 16.2(a) and 16.2(b) shall prevent payment in good faith of or to any Member or person for:
 - (i) any services actually rendered to the Association whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Association in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Association;
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association, 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.
- (d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments and documents of withdrawal must be signed by any 2 members of the Committee or

employees of the Association, being members of the Committee or employees authorised to do so by the Committee.

17. FINANCIAL YEAR

The financial year of the Association is:

- (a) the period of time commencing on the date of incorporation of the Association and ending on the following 30th September and
- (b) each period of 12 months after the expiration of the previous financial year of the Association, commencing on 1 October each year and ending on the following 30 September.

18. ALTERATION OF CONSTITUTION

This Constitution may only be altered, rescinded or added to by a Special Resolution of the Association. Minor errors (e.g. typing mistakes) may be corrected by the Committee.

19. COMMON SEAL

- (a) The common seal of the Association will be kept in the custody of the public officer.
- (b) The common seal will not be affixed to any instrument except by the authority of the Committee and the affixing of the common seal will be attested by the signatures either of 2 members of the Committee or of one member of the Committee and of the public officer or Secretary.

20. CUSTODY OF BOOKS, ETC

Except as otherwise provided by these Rules, the Public Officer will keep in his or her custody or under his or her control all records, books and other documents relating to the Association.

21. INSPECTION OF BOOKS, ETC

The records, books and other documents of the Association will be open to inspection, free of charge, by a delegate of a member of the Association at any reasonable hour.

22. SERVICE OF NOTICES

- (a) For the purpose of this Constitution, a notice may be served by or on behalf of the Association upon any member, any delegate of a member or any other person either:
 - (i) by delivering it to the addressee personally; or
 - (ii) by sending it by pre-paid post to the addressee; or
 - (iii) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the addressee for giving or serving the notice.
- (b) For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- (i) in the case of a notice given or served personally, on the date on which it is received by the addressee; and
- (ii) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
- (iii) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

23. PAYMENT, ETC, OF OFFICE-BEARERS AND MEMBERS

A member of the Committee will not be appointed to any salaried office of the Association or any office of the Association paid by fees, and no remuneration or other benefit in money or money's worth will be given by the Association to any member of the Committee except:

- (a) repayment of out-of-pocket expenses;
- (b) interest at a rate not exceeding interest at the rate for the time being which is or would be charged by the Association's bankers for money lent to the Association; and
- (c) reasonable and proper rent for premises let to the Association.

24. VACATION OF OFFICE

Without limiting the operation of clause 10.8, the office of a member of the Committee will become vacant if:

- (a) the member holds an office of profit in the Association;
- (b) the member is directly or indirectly interested in any contract or proposed contract with the Association.

25. ALLOCATION OF COMPETITIONS AND EVENTS

- (a) The Association at its Annual General Meeting will approve dates and venues for the Association Championships and other Association events as submitted by the Committee.
- (b) At the Annual General Meeting Members will be allocated a day or days for annual open competition.
- (c) All such events and dates will be set out as the Association Fixture List. No Member will move any event as set out on the Fixture List to another date without the prior consent of the Committee.
- (d) Members will not program any open or major club event over any event on the Fixture List unless due to extraordinary circumstances the Committee has granted the Member the right to do so.
- (e) Members will not program any open event or allow courses to be used for open events on any particular weekend between the first and last dates on the Fixture List without the consent of the Committee.
- (f) Members may apply to the Annual General Meeting or to the Committee to hold special open weekends. Such events if granted may be included in the Fixture List but will not be deemed as Association events.

26. DISSOLUTION

In the event of the Association being dissolved, any balance of income or assets remaining after payment of all costs and liabilities will not be paid to or distributed among the members of the Association, but will be donated to some other organisation or organisations:

- (a) that is or are carried on predominantly for the encouragement of a game or sport;
- (b) which has or have objects similar to those of the Association; and
- (c) which prevent the distribution of its or their income and assets among its or their members to the same extent as the Association,

or in default thereof by such Judge of the Supreme Court of New South Wales as may acquire jurisdiction in the matter, and if and so far as effect cannot be given to this clause 26, then the balance of income or assets remaining after payment of liabilities will be donated to some charitable object.

27. STATUS AND COMPLIANCE OF ASSOCIATION

27.1 Recognition of Association

- (a) The Association is a member of GNSWL and is recognised by GNSWL as the controlling authority for the game of golf in the District.
- (b) Subject to compliance with this Constitution and GNSWL's constitution, the Association shall continue to be so recognised and shall administer the game of golf in the Region in accordance with the Objects.

27.2 Compliance of Association

The members of the Association acknowledge and agree that the Association shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and the game of golf;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of the game of golf, its standards, quality and reputation for the benefit of the members of the Association and the game of golf;
- (e) at all times act in the interests of the members of the Association and the game of golf;
- (f) not resign, disaffiliate or otherwise seek to withdraw from GNSWL without the approval by the members of the Association by Special Resolution; and
- (g) abide by the GNSWL's constitution and the rules of the game of golf adopted from time to time by the Royal and Ancient Golf Club of St. Andrews in Scotland.

27.3 Operation of Constitution

The Association and the members of the Association acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and the game of golf are to be conducted, promoted, encouraged, advanced and administered throughout the District; and

- (b) to ensure the maintenance and enhancement of the game of golf, its standards, quality and reputation for the benefit of the members of the Association and the game of golf;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the game of golf and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of the game of golf and the members of the Association; and
- (f) that should a member of the Association have administrative, operational or financial difficulties the Association may act to assist that member in whatever manner the Association considers appropriate.

27.4 Association's Constitution

- (a) Subject to the requirements of the Act, this Constitution will clearly reflect the objects of GNSWL and will conform to GNSWL's constitution.
- (b) Subject to the requirements of the Act, the Association will take all reasonable steps to ensure that this Constitution conforms to GNSWL's constitution.
- (c) The Association shall provide to GNSWL a copy of this Constitution and all amendments to this Constitution.
- (d) The Association acknowledges and agrees that GNSWL has power to veto any provision in its Constitution which, in GNSWL's opinion, is contrary to the objects of GNSWL.

28. STATUS AND COMPLIANCE OF MEMBERS

28.1 Compliance

The members of the Association (other than Life Members) acknowledge and agree that they shall:

- (a) be or remain incorporated in New South Wales;
- (b) nominate Delegate(s) annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;
- (c) recognise the Association as the authority for the game of golf in the District and GNSWL as the authority for the game of golf in New South Wales;
- (d) adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or GNSWL from time to time; and
- (e) have regard to the Objects in any matter of the member pertaining to the game of golf.

28.2 Member Constitutions

- (a) Members constituent documents must clearly reflect the Objects and must conform to this Constitution.
- (b) Members must take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) The constituent documents of each Member shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for the game of Golf in the District and GNSWL as the authority for the game of golf in New South Wales.

28.3 Register

- (a) Members must maintain, in a form acceptable to the Association, a register of all members of the Member.
- (b) If requested, Members must provide a copy of the register referred to in clause 28.3(a) at a time and in a form acceptable to the Association, and shall provide regular updates of the register to the Association.

APPENDIX 1

**APPLICATION FOR MEMBERSHIP OF
THE FAR SOUTH COAST
DISTRICT GOLF ASSOCIATION INCORPORATED
(incorporated under the Associations Incorporation Act 2009)**

..... ("the applicant")
(full name of applicant)

of
(address of applicant)

hereby applies to become a member of the above named incorporated Association. In the event of admission as a member, the applicant hereby agrees to be bound by the Constitution of the Association in force from time to time.

.....
Signature or Common Seal of applicant

Date: