

(Annexure 'A')

CONSTITUTION
-of-
INDOOROOPILLY GOLF CLUB

1. NAME

The name of the Club is 'Indooroopilly Golf Club'.

2. DEFINITIONS

For the purposes of this Constitution:

- 'accounts' has the same meaning as in the Act.
- 'Act' means the *Corporations Act 2001*.
- 'Auditor' means the auditor appointed at the Annual General Meeting.
- 'ballot' means voting in secret and in writing or by a vote conducted by electronic means.
- 'Board' means the board of directors of the Club.
- 'Club' means Indooroopilly Golf Club ACN 009 660 726.
- 'clubhouse' means the clubhouse and other appropriate premises of the Club.
- 'Constitution' means this constitution.
- 'course' means the golf course and surrounds of the Club.
- 'electronic means or electronic voting' means casting a vote (including in a ballot) by using any technology, as determined by the Board from time to time.
- 'financial year' means the financial year of the Club determined under clause 16.
- 'House Account' means a member transactional account.
- 'Chief Executive Officer' means the person, appointed under clause 11.2(c), who occupies the position of chief executive officer of the Club and includes an acting chief executive officer appointed by the Board.
- 'member' means a person granted membership of the Club in accordance with this Constitution.
- 'month' means a calendar month.
- 'Office' means the registered office of the Club.
- 'office bearer' means any person elected or appointed to the position of President, Vice President, Treasurer or Captain of the Club.
- 'officer' has the same meaning as in the Act.
- 'ordinary resolution' means a resolution which requires more than one half of members entitled to vote present and voting, in person or by proxy, or by postal voting system or a vote conducted by electronic means to vote in favour at any meeting for of the resolution to be adopted.
- 'playing member' means a member of a membership category with playing rights.
- 'Returning Officer' means the person appointed under clause 14.6.
- 'special resolution' of the members means a resolution proposed at a duly convened meeting of members of which at least 21 days' written notice specifying the intention to propose the resolution has been given to all members entitled to vote and where not less than three quarters of those members present and voting at the meeting, in person or by proxy or by

postal voting system or a vote conducted by electronic means, must vote in favour of the resolution (or question) in order for it to be adopted.

- 'special resolution' of the Board means a resolution proposed at a duly convened meeting of the Board of which at least 7 days' written notice specifying the intention to propose the resolution has been given to all Board members and where not less than three quarters of such members present and voting at the meeting must vote in favour of the resolution for the resolution to be adopted.
- 'Disciplinary Panel' is a group of suitable people, appointed by the Board, who will convene to consider, hear and determine a member conduct or behaviour report referred to the Disciplinary Panel under the Member Code of Conduct Policy (or such other policy as applies from time to time).

3. OBJECTS AND RELATED MATTERS

3.1 The objects for which the Club exists are:

- (a) To purchase, take on lease or in exchange or otherwise acquire any lands, buildings, easements, rights of common, or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club, and to sell, demise, mortgage, give in exchange, or dispose of all lands, buildings, easements, rights of common, or property, real or personal, the property of the Club.
- (b) To effect improvements on any such property of the purpose of rendering it suitable and efficient for the purposes of the Club, particularly in respect of the game of golf, and to enter into all necessary contracts with other persons for the carrying out of such improvements and the maintaining of one or more golf courses and any athletic sports or recreation grounds for use by the members of the Club.
- (c) To borrow or raise money in such manner as the Club thinks fit and, in particular, by the issue of debentures or debenture stocks, perpetual or otherwise, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the Club's property or assets (whether present or future), and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Club of any obligation, guarantee or liability it may undertake.
- (d) To promote the game of golf and athletic sports and pastimes and to encourage social life between the members of the Club.
- (e) To establish, maintain and carry on a golf club for the accommodation of members of the Club and permitted guests, and generally to afford them all the usual privileges, advantages, conveniences and accommodation of such a Club.
- (f) To provide for members of the Club all articles used in connection with the game of golf and other athletic sports and pastimes played on the Club's premises, and as a Club to supply all kinds of liquor and other refreshments and provisions required or used by the members of the Club or their permitted guests.
- (g) To promote and hold either alone or jointly with any other association, club or persons, meetings, competitions and matches for the playing of golf or other athletic sports or pastimes and to offer, give or contribute towards prizes, medals and awards for such competitions and matches.
- (h) To establish, promote (or assist in establishing or promoting) and to subscribe to or become a member of or associated or amalgamated with any other association or Club, whose objects are similar or in part similar to the objects of the Club or the establishment or promotion of which may be beneficial to the Club, and to join and become a member of any authority controlling golf in Brisbane, Queensland or Australia for the time being.
- (i) To make regulations and by-laws and to do all such lawful acts and things as are incidental or conducive to the attainment of the objects in clauses 3.1(a) to (h) and it is declared that the intention is that the Club will have power to do any of the things mentioned in this Constitution, apart from or in addition to any other of them, and none

of the general or other descriptions given in this clause 3 will be limited or restrained by reference to the name of the Club, or by reference to things of the same or some similar kind to those mentioned or referred to elsewhere in this clause or be otherwise limited or restrained by any other part of this clause not containing an express limitation or restraint, nor by an inference to be drawn from such other part and so that the objects specified in this Constitution may be carried out and acted upon in as full a manner as if each of sub-clause of this clause defined the objects of a separate and independent club.

- 3.2 The income and property of the Club, however derived, must be applied solely towards the promotion of the objects of the Club as set forth in this Constitution and no part may be used, paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, by way of profit to any of the persons claiming through them, but nothing in this Constitution prevents the payment in good faith of remuneration to any officers, employees or members of the Club, or to any other person, in return for any services actually rendered to the Club.
- 3.3 Clause 3.2 is a condition on which the licence was granted by the Treasurer to the Club pursuant to section 26 of *The Companies Act of 1889*.
- 3.4 Every member of the Club in a playing category, except junior members, life and honorary members, undertakes to contribute to the assets of the Club in the event of the Club being wound up during the time he or she is a member, or within one year afterwards, for the payment of the debts and liabilities of the Club contracted before the time at which he or she ceased to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of contributors amongst themselves, such amount as may be required, not exceeding \$20.
- 3.5 If after the dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property, that property will not be paid to or distributed amongst the members of the Club, but be given or transferred to some other institution or institutions having objects similar to the objects of the Club, as may be determined by the members of the Club at or before the time of dissolution, and in default of such a determination as may be determined by a judge of the Supreme Court of Queensland having jurisdiction in the matter.

4. MEMBERSHIP

- 4.1 There will be the following categories of members:
 - (a) playing categories; and
 - (b) non-playing categories,
 and each membership category may be divided into two or more sub-categories at the discretion of the Board, to accommodate the membership requirements of the Club or sensible administration of the Club's affairs
- 4.2 No member may be moved from any category or sub-category of membership to any other category or sub-category without that member's consent, except where:
 - (a) an intermediate or junior member reaches the maximum age for intermediate or junior membership, in which case transition into another category will accord with this Constitution and the policy (if any) in force at the time.
 - 4.2(b) a member enjoying the special benefits of a subcategory of membership such as an elite member or icon member, fails to comply with the conditions of such membership.
- 4.3 The Board has the power to suspend for such period as the Board deems fit the rights and privileges (including, without limitation, access to all Club facilities) of any member who, in the opinion of the Board, has committed a breach of the conduct requirements of the Club determined by the Board from time to time.
- 4.4 The Board also has the power to remove, at any time, the name of any member from the list of members if that member's continuing membership of the Club is considered to be detrimental to the interests of the Club.

4.5 No determination may be made, nor penalty imposed on a member under clause 4.3 or 4.4 unless the member has been notified:

- (a) of the nature of the complaint, and the courses of action open to the Board, at least 7 days before the Board meeting at which the member's conduct is to be considered; and
- (b) that the member has the right, at the member's option, to appear before the Board at that meeting or submit a written statement for that meeting, to show cause why a determination of guilt should not be made or penalty should not be imposed.

4.6 A resolution for the imposition of any penalty pursuant to clauses 4.3 and 4.4 will be by a special resolution of the Board.

4.7 A member may at any time, by notice in writing to the Club delivered or sent by post to the Office, resign from the Club, but will continue to be liable for any annual subscription and all arrears due and not paid at the date of receipt of such resignation, and will not receive a refund in relation to any subscription already paid.

4.8 Any member intending to resign from the Club must inform the Chief Executive Officer on or before 31 May of that intention and if the Chief Executive Officer is not so notified will remain liable for the subscription for the ensuing year, unless the Board has decided to waive that obligation because of special circumstances relating to the non-notification

5. CATEGORY NUMBERS, FEES AND RIGHTS GENERALLY

The Board may:

- (a) determine the number of members in each category;
- (b) determine the priorities for admission to each sub-category of membership;
- (c) determine by special resolution of the Board the entrance (and any other) fees and subscriptions payable by members of each category and sub-category; and
- (d) determine the conditions under which, and the times at which, members of each category and sub-category may use or have access to the course or the clubhouse.

6. LIFE MEMBERSHIP

A member may be granted life membership by ordinary resolution at an Annual General Meeting, on the recommendation of the Board, and is:

- (a) entitled to the same playing and participation rights as full playing members; and
- (b) not required to pay subscriptions, calls or levies.

7. MEMBERSHIP PROCEDURE

7.1 Each applicant for membership of the Club must be nominated in writing by:

- (a) two members over the age of 18 years and to whom the applicant is personally known; or
- (b) the Chief Executive Officer or a Board member

7.2 The Board may refuse to accept any application for membership.

7.3 Where the number of applicants is in excess of the number of vacancies for membership the Club must, for each category or sub-category, maintain a waiting list of applicants recorded in order of application date.

7.4 Except where this Constitution provides that priority be given to any applicant or category of applicant, membership of the Club is to be offered to applicants on the waiting list in accord with the recorded order for each category or sub-category.

7.5 Despite any other provision and subject to there being a vacancy for membership, the Board:

- (a) will grant membership to any person entitled to membership pursuant to any agreement between the Club and another golf club; and
- (b) may by special resolution of the Board, grant membership in each year to such number as the Board decides of persons:
 - (i) whom the Board considers to be proficient golfers; or
 - (ii) in respect of whom the Board considers there are special circumstances.

7.6 The Chief Executive Officer must place in a conspicuous place in the clubhouse the name and address of each applicant for membership, together with:

- (a) if clause 7.1(a) applies, the names of the proposer and seconder; or
- (b) if clause 7.1(b) applies notice of the fact it applies,

for a period of at least 14 days before the date on which the application is Board approved.

7.7 Any playing member wishing to object to the granting of membership to any applicant may do so in writing to the Chief Executive Officer within the period during which the applicant's name is so displayed in the clubhouse, and must include in the notice the reasons for such objection.

7.8 The Chief Executive Officer must investigate any such objection and present a written report to a Board meeting as soon as is practicable.

7.9 Subject to clause 7.5(b) granting of membership is to be determined by resolution of the Board.

7.10 Any applicant who fails to gain membership may not be nominated again for membership for a period of one year.

8. MEMBERSHIP FEES ETC

8.1 The entrance fee or full-paid membership fee is payable on admission to membership unless otherwise approved by the Board.

8.2 If the Board has approved payment of any such fee by instalments and the member fails to pay an instalment within 30 days of it becoming due and payable, the Board may suspend the member's playing rights.

8.3 If such an instalment is not paid within an additional 30 days, the Board may by special resolution remove the member's name from the list of members, in which case the person immediately ceases to be a member of the Club but will remain liable for all amounts owing to the Club.

8.4 The Board may waive the entrance fee (or part of it) which is due and payable by any person who has been admitted as a member of the Club and who has previously paid an entrance fee to the Club and has paid all arrears, subscriptions, fees, calls and levies.

8.5 The Board may determine from time to time that a subscription period is:

- (a) a year commencing on 1 January or 1 July; or
- (b) a period of 6 months commencing on 1 January or 1 July; or
- (c) any other period as the Board may determine.

8.6 All subscriptions will be due and payable in advance on the first day of the subscription period to which they relate (or other date determined by the Board) unless instalment payment has been approved by special resolution of the Board in any particular case (for the purpose of which instalment payments must not extend past the end of the subscription period), but members granted membership after that date will pay a subscription for the subscription period apportioned, pro rata, from the beginning of the month in which they are granted membership.

- 8.7 If a member fails to pay the subscription or the member's House Account, or if the Board has approved payment of the subscription by instalments, an instalment, within 30 days of it becoming due and payable, the Board may suspend the member's playing rights.
- 8.8 If such subscription, ~~or~~ instalment or House Account is not paid within an additional 30 days, the Board may, by special resolution, remove the member's name from the list of members, in which case the person immediately ceases to be a member of the Club but will remain liable for all amounts owing to the Club.
- 8.9 The Board will have the power to make calls on, and apply levies to, the members of the Club at any time and from time to time as it determines.
- 8.10 If any member fails to pay a call or levy within 60 days of being notified of it, the Board may suspend the member's playing rights.
- 8.11 If such a call is not paid within an additional 30 days, the Board may by special resolution, remove the member's name from the list of members, in which case the person immediately ceases to be a member of the Club but will remain liable for all amounts owing to the Club.

9. VOTING ETC RIGHTS

- 9.1 All:
 - (a) life members; and
 - (b) members who, once attaining the age of 18 years, are in a full or restricted or country member category.

are entitled to receive the Annual Report, to attend and participate in general meetings and to cast one vote at such meetings and in elections and in any postal voting system or electronic voting.
- 9.2 Junior members and members in non-playing categories may attend general meetings, but not participate in nor vote at such meetings or in elections or in any postal voting system or electronic voting.
- 9.3 A member who fails to pay any instalment of their entrance fee (if its payment by instalments has been approved), their subscription or instalment of subscription (as the case requires), or any levy:
 - (a) within 30 days of it becoming due and payable, is ineligible to vote in the subscription period for or in which the payment was required to be made;
 - (b) if a vote on a question is to occur before the end of that 30 day period, before the date on which the vote is to occur, is ineligible to vote on that question.
- 9.4 Any member whose name has been removed from the list of members immediately loses the entitlement to receive notice of or to attend and vote (in person or by proxy) at any general meeting (and in any postal voting system and electronic voting) and to receive notice of and to vote in any election (including by any postal voting system and electronic voting).

10. MEMBERS' CONDUCT

- 10.1 Every member is bound by this Constitution and policies as are established by the Board for the beneficial conduct of the affairs of the Club.
- 10.2 A member of the Club must not:
 - (a) breach this Constitution;
 - (b) commit any offensive, disorderly, threatening or abusive behaviour upon Club premises or whilst representing the Club on Club business or in a golf competition or otherwise in circumstances which are likely to discredit the Club;
 - (c) be guilty of conduct which is or is likely to be prejudicial to the interests of the Club; or

- (d) disregard or disobey any reasonable direction of the Board, an officer, the Chief Executive Officer or delegated representative of the Chief Executive Officer.
- 10.3 Each member must notify the Chief Executive Officer in writing promptly after it occurs of any change in the member's residential address, contact phone number and email address.
- 10.4 When the Chief Executive Officer receives a member Code of Conduct complaint, the Chief Executive Officer will immediately inform the Club President and the Club's office bearers. The complaint shall be made in writing (email permitted) unless advised by the Chief Executive Officer.
- 10.5 The complaint will be handled in accord with the IGC Member Code of Conduct Policy (or such other policy as applies from time to time). The Board will determine the need to establish a Disciplinary Panel to undertake the investigation.

11. CONSTITUTION AND POWERS OF THE BOARD

11.1 **Membership**

- (a) The Board will comprise up to 9 members including:
 - (i) President;
 - (ii) Vice President;
 - (iii) Captain;
 - (iv) Treasurer; and
 - (v) other members.
- (b) Subject to subsequent provisions, the office bearers and all other Board members will be elected for a term of 2 years by members entitled to vote in elections.
- (c) At the time of the second Annual General Meeting following the meeting at which the Board member was elected, such Board member shall retire from office at that Annual General Meeting, and shall be eligible for re-election at that Annual General Meeting. If such Board member has applied for re-election at that Annual General Meeting but is not re-elected, that Board member will remain in office until the closure of that Annual General Meeting at which that Board member retires.
- (d) Any member retiring from the Board upon completion of a term of office will be eligible for re-election. If re-elected, clause 11.1 (c) shall again apply to such re-election.
- (e) A Board member appointed to fill a casual vacancy will retire immediately before the next Annual General Meeting.
- (f) A Board member will cease to be a member of the Board upon:
 - (i) resignation from the Board in writing addressed to the Chief Executive Officer and delivered to the Club Office;
 - (ii) ceasing to be a life or playing member of the Club;
 - (iii) absence from 3 successive meetings of the Board without explanation acceptable to the Board; or
 - (iv) suspension from the Club, in accordance with this Constitution.

11.2 **Powers and Responsibilities**

The following apply in addition to particular responsibilities and powers of the Board described elsewhere in this Constitution:

- (a) The Board will manage and control the affairs of the Club other than matters required to be discharged by the Club in a general meeting.
- (b) The Board may exercise all such powers and do all such things as are within the objects and powers of the Club.

- (c) The Board will appoint under such terms and conditions as the Board may determine from time to time a Chief Executive Officer and such other staff as it considers necessary for the effective and efficient management of the Club.
- (d) The Board will meet at least 10 times per calendar year, in each case at a time and place to be determined by the Board, but if the members of the Board are unable to agree upon a time and place at which to meet, then the President, or in the President's absence, the Chief Executive Officer, will determine the time and place at which such meeting will be held.
- (e) The President may call a special meeting of the Board.
- (f) Two Board members may by written notice signed by each of them require the Chief Executive Officer to convene a special meeting of the Board, in which case the special Board meeting must be held within 7 days after receipt of the requisition unless the requisition is received less than 7 days before the day for which the next Board meeting is scheduled.
- (g) The quorum for meetings of the Board is 5 members, one of whom is an office bearer.
- (h) Except where otherwise specified:
 - (i) resolutions of the Board will be determined by a simple majority of those present and voting; and
 - (ii) the chairperson of the meeting is entitled to exercise a deliberative vote and, in the case of a tied vote, must exercise a casting vote.
- (i) The Board may function validly notwithstanding any vacancy in its membership, as long as the number of members is not less than the number for a quorum.
- (j) Where there is a vacancy on the Board or the number of Board members falls below that sufficient to form a quorum, the Board or remainder of the Board (as the case may be) may appoint an eligible person to fill the vacancy.

11.3 Sub-committees

- (a) The Board may establish sub-committees which will meet as the Board determines, conduct business in accord with any instructions the Board may issue from time to time, and report on the business of any such meeting to the next meeting of the Board.
- (b) The Board may delegate to any sub-committees any of its powers, functions or responsibilities.
- (c) A determination of a sub-committee will be taken as a recommendation to the Board, unless the Board has delegated to the sub-committee power to give effect to its determination.

12. OFFICE BEARERS

12.1 The office bearers of the Club will be:

- (a) President;
- (b) Vice President;
- (c) Captain; and
- (d) Treasurer.

12.2 The Board will elect a Vice Captain from amongst its members.

12.3 An office bearer will cease to hold office upon:

- (a) resignation from the position in writing addressed to the President or the Chief Executive Officer and delivered to the Club Office;
- (b) ceasing to be a voting member of the Club;

- (c) absence from three successive meetings of the Board without explanation acceptable to the Board; or
- (d) suspension from the Club, in accord with this Constitution.

13. ELECTION OF AND VACANCIES IN OFFICE BEARERS AND OTHER BOARD MEMBERS

13.1 Elections

- (a) The Chief Executive Officer must display prominently within the clubhouse not less than 35 days before the date of the Annual General Meeting a list of offices to be filled at that meeting which calls for nominations for election to those offices.
- (b) Such a nomination, which must state the position to which the nomination applies, must be endorsed with the consent of the candidate and be duly completed, and reach the Office at least 28 days before the date of the Annual General Meeting.
- (c) A candidate for election as a Board member must be a life member or full or restricted category member and be proposed and seconded in writing by 2 members entitled to vote in such election.
- (d) If a Board member seeks to nominate for a Club office bearer position (President, Vice President, Captain or Treasurer) they must resign from the Board effective from the date of the Annual General Meeting.
- (e) If no more than the required number of candidates is nominated for any position, those candidates will be declared elected.
- (f) If there are more than the required number of candidates for any office, an election will be conducted. by ballot as follows: The election will be conducted in such manner as determined by the Board. The election may be conducted using a postal voting system (including using an optional ballot box) or an electronic voting system. The Board shall make a determination as to the conduct of the election using either one or both of these methods of voting. The Board in determining the method of voting to be used will set the conditions and the time frames for the election.
 - (i) Notice will be given to members entitled to vote at the Annual General Meeting and such members will be provided with a separate ballot paper for each position containing the names of the candidates whose position on the ballot paper will have been determined by lot.
 - (ii) Ballot papers may be returned either by pre-paid post addressed to the Returning Officer or by deposit in a ballot box which will be clearly marked and provided in a conspicuous place in the clubhouse for the whole of the period during which votes may be cast.
 - (iii) A posted vote will not be counted unless it reaches the Club before the closing time for the election. No vote will be opened until the ballot has closed.
 - (iv) The ballot will close at noon on the day 2 days before the Annual General Meeting at which the results are to be declared.

(g) The Returning Officer:

- (a) is responsible for the security and counting of votes cast;
- (b) will determine whether or not any vote is to be admitted to the count; and
- (c) when all votes cast have been counted and checked must notify the Chief Executive Officer of the results

and the names of those elected and offices to which they were elected, are to be displayed prominently within the clubhouse for not less than 14 days after the day following the declaration of the count.

(g)(h) A tied vote for any position at an election will be determined by lot, which will be conducted by the Returning Officer.

- (h)(i) BulletPhysical and electronic ballot papers will be destroyed within 24 hours after the end of the meeting to which the votes were relevant.
- (i)(j) Those elected will take office from the end of the Annual General Meeting at which their election is declared.

13.2 **Vacancies**

If an office bearer or Board member resigns, or otherwise ceases to hold the position during a term of office, or if an office or position remains vacant following an election, there will be a casual vacancy, and the Board may appoint an eligible person to fill the vacancy.

14. ROLE OF OFFICE BEARERS AND OTHERS

14.1 **President**

The President will:

- (a) chair Board meetings, except that:
 - (i) in the absence of the President, the Vice President will assume the chair; or
 - (ii) at the request of the President, another Board member may be elected to chair the meeting;
- (b) be spokesperson for the Club unless, in respect to a particular matter, an alternative spokesperson is appointed by the Board; and
- (c) be responsible for maintaining relations with other organisations which have a community interest with the Club.

14.2 **Vice President**

The Vice President will deputise for the President as required.

14.3 **Captain and Treasurer**

The Captain and Treasurer will have the responsibilities and powers determined by the Board.

14.4 **Vice Captain**

The Vice Captain will deputise for the Captain in the Captain's absence.

14.5 **Chief Executive Officer**

The Chief Executive Officer:

- (a) is responsible to the Board for the effective and efficient administration of the business of the Club;
- (b) must attend all Board meetings at the discretion of the member presiding (but is not a member of the Board nor entitled to vote at any Board meeting);
- (c) is responsible for the implementation of decisions of the Board, and of general meetings;
- (d) must ensure that all money received on account of the Club are paid into such bank or other account to the credit of the Club as the Board determines from time to time, that proper accounts and other financial records are maintained and that a statement of the financial affairs of the Club is submitted to the Annual General Meeting;
- (e) must ensure that all debts, liabilities and disbursements of the Club are properly paid, satisfied and managed;
- (f) must ensure that any agreement to which the Club is party is established in accord with Club procedures;
- (g) is responsible to lead and manage other staff of the Club including the payment of salaries and other remuneration and entitlements;
- (h) is responsible for liaison with members;

- (i) must arrange for the engagement of the Auditor appointed by the Annual General Meeting;
- (j) is responsible for liaison with relevant agencies on matters relating to the management of the Club; and
- (k) will undertake any other duties deemed necessary or relevant to the position.

14.6 **Returning Officer**

The Board:

- (a) will appoint a member entitled to vote at a general meeting to discharge the designated functions of returning officer in respect of any ballot or referendum; and
- (b) may appoint any number of members entitled to vote at a general meeting to assist the Returning Officer in carrying out the appointed functions.

14.7 **Course Architect**

The Board:

- (a) must from time to time appoint one or more Course Architects to provide advice and recommendations on the development of, and modifications to, the design and layout of the course;
- (b) may determine the terms and conditions of any engagement of or arrangement with the Course Architect(s);
- (c) must seek the advice of the Course Architect(s) before approving any modification to the design or layout of the course which it considers significant or material.

14.8 **Auditor**

- (a) An auditor, who is a registered company auditor:
 - (i) if the Act so requires, is to be appointed at each Annual General Meeting;
 - (ii) will audit the accounts and other financial records of the Club; and
 - (iii) has the power to call for the production of all books, papers, accounts and documents relating to the financial affairs of the Club.
- (b) Members of the Board and officers are not eligible to be auditor.

14.9 The Board has the right to modify, by resolution of the Board, the role of Club office bearers and others as it deems appropriate.

15. GENERAL MEETINGS AND REFERENDA

15.1 **Annual General Meeting**

- (a) The Annual General Meeting of the Club must be held not more 3 months after the end of the financial year on such date and at such time and place as the Board determines.
- (b) The business of the Annual General Meeting is to:
 - (i) receive the President's report for the previous year;
 - (ii) receive and approve the audited accounts for the financial year;
 - (iii) declare the election of the President, Vice President, Captain, Treasurer and other Board members;
 - (iv) if required, appoint an auditor for the ensuing year;
 - (v) conduct such other business as may be required by this Constitution; and
 - (vi) conduct any special business for which appropriate notice has been given.
- (c) The Chief Executive Officer must give not less than 21 days' notice of the Annual General Meeting to all members entitled to vote at that meeting.
- (d) Such notice must state:

- (i) the date, time and place of the meeting;
- (ii) the name of any person whom the Board proposes for life membership; and .
- (iii) particulars of any special business which has been requisitioned or which the Board, on its own motion, has proposed.

and be accompanied by a copy of the Annual Report of the Club containing the audited statement of accounts for the previous financial year.

- (e) A copy of the notice will be posted in a prominent place in the clubhouse not less than 21 days before the date of the meeting.
- (f) The Club may employ electronic distribution of meeting materials where appropriate.

15.2 Special General Meetings

- (a) The Board may:
 - (i) call a special general meeting on its own motion at any time; and
 - (ii) subject to clause 15.3(c) must within 14 days after receipt of a complying requisition convene a special general meeting.
- (b) The Chief Executive Officer must give not less than 21 days' nor more than 40 days' notice of any special general meeting to all members entitled to attend such meeting.
- (c) Such notice must state:
 - (i) the time, place and date of the meeting; and
 - (ii) particulars of the business to be conducted at the meeting.
- (d) A copy of the notice must be posted in a prominent place in the clubhouse not less than 21 days before the date of the meeting.
- (e) The Club may employ electronic distribution of meeting materials where appropriate.

15.3 Requisitioning of General Meetings

- (a) Not fewer than 50 members entitled to vote at a general meeting may, by written notice signed by each of them and given to the Chief Executive Officer, require the Board to:
 - (i) convene a special general meeting; or
 - (ii) include an item of special business on the agenda of the next Annual General Meeting,
- (b) The notice by the requisitioners must specify the business to be raised or the resolution to be put at the meeting.
- (c) If a requisition to convene a special general meeting is received by the Chief Executive Officer not more than 2 months before the last day on which the Annual General Meeting can be convened in that year but before it has been convened, the Board may at its discretion treat such notice as a notice to include such business as a special item at the next Annual General Meeting.
- (d) A requisition to include a special item of business on the agenda of the Annual General Meeting must be received by the Chief Executive Officer not less than 28 days before the date of the meeting.

15.4 Proceedings at General Meetings

- (a) The President or, in the President's absence, Vice President, or in the Vice President's absence a Board member elected at the meeting:
 - (i) will chair each general meeting of the Club; and
 - (ii) in the case of a tied vote on any resolution may exercise a casting vote.
- (b) If at a general meeting it is necessary to elect a chairperson, that election will be conducted by the Chief Executive Officer.

- (c) The chairperson may with the consent of a meeting at which a quorum is present, and must if so directed by the meeting, adjourn such meeting to another time and place, but no business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- (d) A general meeting may be adjourned for no more than 30 calendar days. Notice of such adjournment must be displayed in the clubhouse.
- (e) The Board may hold a general meeting, or permit members to take part in a general meeting, by using any technology that reasonably allows members to hear and take part in discussions as they happen. A member who participates in a meeting using technology is taken to be present at the meeting.
- (e)(f) At any general meeting:
 - (i) a resolution put to a vote will be decided on a show of hands or ballot, if demanded; and
 - (ii) a declaration by the chairperson of the meeting that the resolution has been carried or lost will, unless a re-count or ballot is demanded, determine the matter.
- (g) The Board shall determine how a special resolution or ordinary resolution is to be decided. The ballot may be conducted using a postal voting system (including using an optional ballot box) and/or an electronic voting system. The Board will, in determining the method of voting to be used, set conditions and time frames for the ballot.
- (f)(h) At any meeting a ballot may be demanded by the chairperson of a meeting or by at least 25 members entitled to vote.
- (g)(i) A ballot demanded:
 - (i) to elect a chairperson of a meeting must be taken without debate and without adjournment; or
 - (ii) on any question of an adjournment must be taken without debate.

15.5 Electronic Voting

- (ii) The Board may decide if voting by electronic means shall be used for determining elections or voting on resolutions. Where electronic voting is used the Board shall determine the method, means, process and timing of such voting.

15.515.6 Quorums

- (a) A quorum for a general meeting will be 50 members entitled to vote, present in person or by proxy.
- (b) If a quorum is not present within 30 minutes after the scheduled commencement time of the meeting:
 - (i) the meeting will stand adjourned to a time not more than 10 days later and place, to be determined by the chairperson of the meeting; and
 - (ii) Notice of such adjournment must be displayed in the clubhouse.
- (c) If at such adjourned meeting a quorum is not present within 30 minutes of the appointed time, the members then present will constitute a quorum, but no resolution to amend, add to, repeal or replace this Constitution may be put to any such meeting.

16. FINANCES AND INDEMNITIES

- (a) The financial year of the Club will begin on the 1st day of January and end on the 31st day of December.
- (b) The Board must maintain at least one account in the name of the club at a bank or other appropriate financial institution, for the receipt of funds and payment of accounts.

- (c) Payments on account of the Club may be made only by lawful means determined as being appropriate by the Board.
- (d) All cheques, and authorities for electronic funds transfer or other non-cheque means of payment, must be signed by 2 persons approved by the President and the Chief Executive Officer to have signing authority.
- (e) The Board may:
 - (i) reimburse a member or other person for expenses incurred on behalf of the Club; and
 - (ii) make payments, either by way of honorarium or otherwise, to a member or other person for services rendered to or on behalf of the Club.
- (f) The Club will indemnify:
 - (i) a person who, acting with the authority of the Chief Executive Officer or Board, incurs any financial liability on behalf of the Club, against any personal loss in respect of such liability; and
 - (ii) out of the property of the Club an officer or former officer, against any liability incurred as an officer of the Club in defending civil or criminal proceedings in which judgement is given in the officer's favour, or in which the officer is acquitted.
- (g) To the extent permitted by the Act, the Club:
 - (i) may establish and maintain insurance against any liability incurred by an officer of the Club acting in that capacity (including liability for negligence, and reasonable costs and expenses in defending civil or criminal proceedings, whatever their outcome);
 - (ii) will maintain such insurance for seven years after the insured person ceases to be an officer of the Club.

17. CLUB COLOURS

The Board may determine from time to time whether or not there will be Club colours and, if so, what they are to be.

18. COMMON SEAL

- (a) The Club will have a common seal, which is to be:
 - (i) held at the Club office in the charge of the Chief Executive Officer; and
 - (ii) applied to an instrument when authorised by a resolution of the Board.
- (b) Every instrument to which the seal is affixed must be signed by the Chief Executive Officer and a Board member, or by two Board members, of the Club.

19. PUBLIC OFFICER AND SECRETARY

- 19.1 The Chief Executive Officer will be the public officer of the Club.
- 19.2 The Board will appoint a secretary of the Club in conformity with the Act.

20. SALE OF LAND

- 20.1 The Club may not sell or otherwise dispose of any of its land (freehold or leasehold) without approval of a special resolution of the members.
- 20.2 For removal of doubt, entry by the Club into a contract to sell any of its land, which is subject to such an approval, is not a breach of clause 20.1.

21. INTERPRETATION

21.1 Any question:

- (a) of the interpretation of any provision of this Constitution; or
- (b) which in the Board's opinion is not covered by this Constitution; may be determined by the Board, whose determination will be final.

21.2 For the purpose of making any such determination, the Board may seek and rely upon the opinion of a legal practitioner.

22. NOTICES

22.1 Any notice (including, without limitation, notice of any general meeting) required to be given to a member by the Club pursuant to this Constitution or the Act:

- (a) must be in writing; and
- (b) may be served on a member either:
 - (i) personally or by sending it by pre-paid post to the member at the address appearing at the time in the membership records of the Club; or
 - (ii) if the law permits (or does not prohibit) giving of notices to members of companies by electronic means, may do so by electronic means to the address for such transmissions appearing at the time in the membership records of the Club (but if the law requires that electronic means only be used if a proposed recipient has signified willingness to receive notice by such means, may only do so to such members as have signified their willingness to receive notices, or information generally, from the Club by such means).

22.2 A notice sent by:

- (a) post will be deemed received at the time at which the letter would be delivered in the ordinary course of post;
- (b) sent by electronic means will be deemed received at the time of dispatch recorded by the sending instrument, unless subsequently the sending instrument, or a function of the transmitting medium, indicates that the transmission failed.

22.3 For clauses 22.1 and 22.2, 'electronic' includes (but is not limited to) email transmission, including such transmission by wireless transmission technology.

23. AMENDMENT

This Constitution may be amended, added to, repealed or replaced by special resolution carried at a general meeting.

24. DISSOLUTION

- 24.1 The Club will be dissolved if so resolved by a special resolution carried at a general meeting.
- 24.2 Upon the passing of such resolution or at a later date (if any) specified in the resolution, the Board must wind up the Club in accord with the provisions of the Act and appropriate any surplus assets (as defined in the Act) in accordance with clause 3.5.

25. FUNDS MANAGEMENT

The following applies in relation to the funds received from the tenant for the retirement village use, less expenditure from those proceeds approved by ordinary resolution at the general meeting on 30th November 2017 (Relevant Funds):

- (a) the Relevant Funds are to be invested in the name of the Club;
- (b) the Board must appoint a sub-committee, to be named the 'Investment Advisory Committee' ('IAC'), consisting of:
 - (i) at least 5 sub-committee members;
 - (ii) not less than 1 nor more than 2 members of the Board;
 - (iii) not less than 2 ordinary members of the Club who are considered by the Board to have appropriate expertise and experience and are willing to act; and
 - (iv) if considered appropriate by the Board, one skills based appointee appointed by the Board (who may or may not be a member).
- (c) the appointments are to be made:
 - (i) in the first instance, at the next board meeting following the date on which the agreements for development and lease are no longer subject to development approval ('original appointment meeting'), to have effect and to constitute the IAC on and from the first day of the following month ('start date'); and
 - (ii) annually after that, at the next board meeting following the anniversary of the start date to have immediate effect and at which board meeting the term of all appointees to the IAC will end (subject to the appointees being able to be reappointed);
- (d) if a vacancy arises in the membership of the IAC, it may be filled by appointment by the Board;
- (e) the chair of the IAC will be elected by the appointees to the IAC at the IAC's first meeting each year;
- (f) the Club will engage professional fund managers recommended by the IAC to recommend investments for, and invest, the Relevant Funds;
- (g) the IAC will:
 - (i) review the performance of the fund managers and the investment of the Relevant Funds from time to time;
 - (ii) make recommendations to the Board about such fund managers and performance (and may recommend investment or investment strategies different from those recommended by the fund managers); and
 - (iii) meet as often as the IAC decides reasonably appropriate to enable it to undertake those functions;
- (h) the Board must have due regard to the recommendations of the IAC in deciding on which fund managers to appoint and instructions to be given to the fund managers to invest, or vary or transpose any investment of, the Relevant Funds;
- (i) for clauses 25(j) to (l):
 - (i) 'Income' means interest, dividends and trust distributions and anything else that on ordinary concepts at a relevant time reasonably is to be regarded as income, but does not include capital and other gains arising from disposal of any investment or increments in the market value of the investment portfolio; and
 - (ii) 'CPI Percentage Increase' means the percentage increase in the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics (or, if that index ceases to be published or its basis of calculation changes, another index or basis reasonably determined by the Board as measuring increases in the cost of living in Brisbane), determined by reference to the index numbers (or, if the case requires, numbers for the other index or basis applying) last published or ascertained in respect of the relevant year; and
- (i) subject to clauses 25(k) and (l), the annual Income arising from investment of the Relevant Funds may be appropriated by, and on the authority, of the Board in or towards such

ordinary operational costs of the Club, and such capital expenditures, the Board approves from time to time;

(k) subject to clause 25(l), if:

- (i) the percentage capital growth in the Relevant Funds for a year is equal to or greater than the CPI Percentage Increase, all the Income for the year may be appropriated under clause 25(j);
- (ii) the percentage capital growth in the Relevant Funds for a year is less than the CPI Percentage Increase, the amount of the Income that equates to the difference between the CPI Percentage Increase and the amount of actual growth is to be retained, and added to and invested with the Relevant Funds, and the balance Income (if any) may be appropriated under clause 25(j); and
- (iii) adding all the Income for the year to the Relevant Funds will not result in the Relevant Funds increasing by an amount equal to or greater than the CPI Percentage Increase, then for avoidance of doubt the retention and investment requirement under clause 25(k)(ii) applies to all the Income for the year.

(l) otherwise, amounts may be appropriated from the Relevant Funds, or from Income or other gains arising from investment of the Relevant Funds, only with the prior approval of a resolution passed by not less than 60% of the members of the Club entitled to vote and voting, personally, ~~or~~ by proxy or by postal voting system or electronic voting, on such a motion:

- (i) at a general meeting of the Club called for that purpose; or
- (ii) as an item of special business at an annual general meeting, of which, in either case, not less than 21 days' notice has been given; or
- (iii) by a vote by postal voting system or electronic means.