

# **Statement of Purposes and Rules**

Golf Australia, Inc.

28<sup>th</sup> March 2007

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# **Associations Incorporation Act 1981 (Vic)**

## **Statement of Purposes**

of

## **Golf Australia, Inc**

### **1 Name of Association**

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The name of the Association is Golf Australia, Inc (“Association”).

### **2 Objects of Association**

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The Association is the governing body for the game of Golf in Australia and is the result of the amalgamation of Australian Golf Union Incorporated and Women’s Golf Australia Incorporated. The objects for which the Association is established and maintained are to:

- (a) act as a single uniform entity through and by which Golf in Australia can be conducted, promoted and administered;
- (b) provide for the encouragement, conduct, promotion, control and administration of Golf throughout Australia;
- (c) act as the delegate of the Royal and Ancient Golf Club of St. Andrews as the governing body of Golf in Australia in the administration interpretation and enforcement of the Rules of Golf and the Rules of Amateur Status as approved from time to time by that club and to empower Members to do all such things as shall from time to time be determined in the discharge by it of its powers duties and rights as such a governing body;
- (d) federate the official representatives of and controlling authorities for the game of Golf in any State or Territory of the Commonwealth of Australia and for this purpose to determine the affiliation of Golf clubs between Members;
- (e) formulate an Australian course rating system and an Australian handicapping system based upon such course rating system;
- (f) foster the promotion and development of the game of Golf and preserve its traditions;
- (g) control, manage and conduct Golf competitions at a National and International level;
- (h) use, license and protect its Intellectual Property;

- (i) promote the importance of the Rules of Golf and the Rules of Amateur Status and education to bodies involved in or related to Golf;
- (j) strive for and maintain governmental, commercial and public recognition of the Association as the authority for Golf in Australia;
- (k) promulgate and secure uniformity in such laws and standards as may be necessary for the management and control of Golf, Golf competitions and related activities, including but not limited to the Rules of Golf and the Rules of Amateur Status and coaching standards and other officials;
- (l) pursue through itself or others, such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the objects of the Association;
- (m) maintain and extend the operations and activities of the Association to all States of Australia and Territories and elsewhere;
- (n) further develop the Association and Golf into an organised institution and having regard to these objects, to foster, regulate, organise, control, conduct and manage Golf tournaments, competitions, events, displays and other activities and to issue certificates and award trophies;
- (o) ensure that environmental considerations are taken into account in all Golf and related activities conducted by the Association;
- (p) promote health and safety in Golf;
- (q) act as final arbiter on all matters pertaining to the conduct of Golf in Australia, including disciplinary matters;
- (r) endorse, select and manage teams to represent Australia or the Association;
- (s) establish and conduct educational programs for officials in the implementation and interpretation of the Rules of Golf and the Rules of Amateur Status and standards;
- (t) formulate and implement appropriate policies, including policies in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Golf;
- (u) represent the interests of its Members and of Golf generally in any appropriate forum;

- (v) have regard to the public interest in its operations;
- (w) encourage golfers to realise their potential and athletic abilities;
- (x) encourage and promote performance-enhancing drug free competition;
- (y) seek and obtain improved facilities for the enjoyment of Golf; and
- (z) undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

### **3 Powers of Association**

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Solely for furthering the objects set out above and in addition to the rights, powers and privileges provided in the Act, the Association has the power to:

- (a) purchase, take on lease or in exchange or otherwise acquire any real or personal estate which may be deemed necessary or convenient for any of the objects of the Association and to sell, manage, lease, mortgage, give in exchange, dispose of or otherwise deal with any part of the rights or property of the Association, whether subject to any charges or encumbrances or not and to erect, replace, maintain, reconstruct, adapt and furnish any offices or other buildings thereon and to sell, let, alienate, mortgage, charge or deal with all or any such lands, tenements or hereditaments or any part of them;
- (b) construct, maintain and alter any houses, buildings, grounds, courses, conveniences or works necessary or convenient for the purposes of, or which seem likely to advance, the Association;
- (c) borrow and raise money in such manner as the Association may think fit, including on bonds or mortgage or other security of any property held for or on behalf of the Association or without any such security;
- (d) take, or otherwise acquire and hold shares, debentures or other securities of any company or body corporate;
- (e) take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price of any part of the Association's property sold, or any money due to the Association from any purchasers or others;

- (f) draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable and transferable instruments;
- (g) receive money on deposit with or without allowance of interest thereon;
- (h) invest and deal with any monies of the Association, not immediately required for the objects of the Association, in such manner as may from time to time be determined by the Committee;
- (i) do all or any of the matters authorised either alone or in conjunction with any person, company or unincorporated body or by or through any factors, trustees or agents;
- (j) take any gift of property whether subject to any special trust or not for any one or more of the objects of the Association, provided the Association shall only deal with any such trusts in such manner as is allowed by law;
- (k) lend and advance money to, give credit to, or otherwise assist, any person or body corporate, including to guarantee or indemnify any person's or body corporate's performance;
- (l) take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Association in the form of donations, annual subscriptions or otherwise;
- (m) subscribe to, become a member of or co-operate with any other organisation whether incorporated or not whose objects are similar, in whole or in part, to those of the Association, so long as that other organisation prohibits the distribution of its income and property amongst its members at least to the extent provided under the Rules;
- (n) print and publish any newspapers, periodicals, books or leaflets and develop and implement any computer system or software package that the Association may think desirable for the promotion of its objects;

- (o) appoint, hire, employ, remove, replace or reinstate secretaries, managers, servants, employees and other persons in and for the carrying out of the objects of the Association and to pay them in return for services rendered to the Association, salaries, wages and gratuities, as appropriate;
- (p) buy, sell and deal in all kinds of articles, commodities and provisions both liquid and solid for Members or other persons frequenting the premises or facilities of or under the control of the Association;
- (q) subscribe to any charities and to grant donations for any public purpose;
- (r) produce, develop, create, licence and otherwise exploit, use and protect Intellectual Property;
- (s) establish and maintain corporate entities to carry on and conduct the business affairs and undertakings, or any aspect thereof, of the Association and for that purpose, to utilise any of the assets of or held on behalf of the Association;
- (t) promote any other person or company for any purpose calculated to benefit the Association;
- (u) amalgamate with any 1 or more incorporated associations having objects altogether or in part similar to those of the Association and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under the Rules;
- (v) purchase or otherwise acquire and undertake all or any part of the property, assets and liabilities of any 1 or more of the companies, institutions, societies or associations whose activities or purposes are similar to those of the Association, or with which the Association is authorised to amalgamate or generally for any purpose calculated to benefit the Association;
- (w) transfer all or any part of the property, assets, liabilities and undertaking of the Association to any 1 or more of the incorporated associations with which the Association is authorised to amalgamate;
- (x) enter into arrangements with any government or authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association, and to obtain rights, privileges and concessions from such government or authority and carry out, exercise and comply with any such rights, privileges and concessions;



- (y) take and effect insurance or seek, obtain and in its discretion act on, any professional advice necessary or appropriate;
- (z) to provide either solely or in conjunction with any organisation Golf links and grounds and to lay out prepare and maintain the same for Golf or other athletic sports or pastimes and to build or otherwise provide club houses pavilions kitchens work shops sheds and other conveniences in connection therewith and to furnish and maintain the same and to alter enlarge repair uphold and maintain the same and the property of the Association for members and other persons either gratuitously or for payment; and
- (aa) do all such acts and things as are incidental, conducive or subsidiary to all or any of the objects of the Association.

#### **4 Application of income**

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- 4.1 The income and property of the Association shall be applied solely towards the promotion of the objects of the Association as set out in this Statement of Purposes.
- 4.2 Except as prescribed in this Statement of Purposes no remuneration or other benefit shall be paid or given by the Association to any Member Delegate.

#### **5 Liability of Members**

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- 5.1 The liability of the Members of the Association is limited.
- 5.2 No Member shall be required to contribute towards the payment of any liabilities of the Association (whether on dissolution or otherwise) beyond meeting the obligations to pay the Members' fees, levies or subscriptions laid down by these Rules and any other specific liabilities to the Association relating to that Member arising in the normal way.

#### **6 Dissolution**

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- (a) The Association may be wound up in accordance with the provisions of the Act.
- (b) If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Association but shall be given or transferred to some body or bodies having purposes similar to the purposes of the Association and which prohibits the distribution of its or their income and property among its or

their Members to an extent at least as great as is imposed on the Association by the Statement of Purposes and Rules of the Association, such body or bodies to be determined by the Members of the Association at or before the time of dissolution, and in default thereof by such judge of a Supreme Court as may have or acquire jurisdiction in the matter.

# Associations Incorporation Act 1981 (Vic) Rules of Golf Australia, Inc

## PART I – INTERPRETATION

### **1 Name of Association**

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The name of the Association is Golf Australia, Inc (“**Association**”).

### **2 Interpretation**

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#### **2.1 Definitions**

In these Rules, unless the contrary intention appears, these words shall have the following meanings:

“**AGU**” means Australian Golf Union Incorporated ARBN 091 758 208 of 153-155 Cecil Street, South Melbourne, Victoria, 3205.

“**Act**” means the Associations Incorporation Act 1981 (Vic).

“**Associate Member**” means a person or body recognized and endorsed by the Council as being an associate member of the Association.

“**Alternate Member Delegates**” means persons appointed in substitution for a Member Delegate under Rule 13.4.

“**By-Laws**” mean any By-Laws made by the Committee under Rule 29.

“**Chief Executive Officer**” means the Chief Executive Officer of the Association.

“**Club**” means an organization affiliated with an Original Member, a Member or with an Associate Member.

“**Club Member**” means a person who as a member of Club is entitled to play Golf on the Club’s course, however limited that entitlement might be.

“**Committee**” means the Committee of Management of the Association.

“**Committee Members**” means Committee Members appointed in accordance with these Rules and any Independent Committee Members.

“**Council**” means the body of Member Delegates constituted under these Rules meeting in a General Meeting.

“**Event**” means and includes:

- (i) any championship (national or otherwise) organized or conducted by the Association;
- (ii) any championship, competition, series or game sponsored by or conducted by or on behalf of the Association; or
- (iii) any international competition, series, game or championship at which the Association is represented.

“**Financial Year**” means the year commencing 1 July and ending 30 June in any year.

“**General Meeting**” means the Annual General Meeting or any General Meeting of the Association.

“**Golf**” means the game of golf as administered by the Royal and Ancient Golf Club of St. Andrews.

“**Independent Committee Member**” means a person, not necessarily being a Member, appointed in accordance with Rules 20(a)(ii) and 21.2(b).

“**Intellectual Property**” means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (all whether registered or not) relating to the Association or any Event, competition or activity of or conducted, promoted or administered by the Association.

“**Interim Committee**” means the body referred to in Rule 20.

“**Interim Period**” means the period referred to in Rule 20.

“**Life Member**” means an individual upon whom Life Membership of the Association has been conferred under Rule 5.3.

“**Member(s)**” means Member(s) including Original Member(s) for the time being of the Association.

“**Member Delegate**” means a person who is a representative appointed by a Member pursuant to these Rules to act for and on behalf of that Member and represent the Member at Council Meetings and includes Alternate Member Delegates (where appointed).

“**Official**” means any person elected or appointed to any position within the Association or a Member including a referee, coach, team manager, or other official.

“**Original Member**” means an independent entity recognized under these Rules to administer the game of Golf in its particular State and includes both men’s and women’s entities where they both exist in a particular State and which agree to be a Member of the Association in pursuance of these Rules.

“**President**” means the president for the time being of the Association.

“**Public Officer**” means a public officer of the Association appointed under these Rules.

“**Regulations**” means the Regulations under the Act.

“**Rules**” means these Rules of the Association and include the Statement of Purposes of the Association.

“**Seal**” means the common seal of the Association and includes any official seal of the Association.

“**Special Resolution**” means a resolution passed in accordance with the Act.

“**State**” means a State of Australia and includes the Territories of Australia.

“**State Acts**” means the associations incorporation legislation (by whatever name called), including the Act, governing a Member.

“**WGA**” means Women’s Golf Australia Incorporated ARBN 078 198 259 of 355 Moray Street, South Melbourne, Victoria, 3205.

## 2.2 Interpretation

In these Rules:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;

- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations, natural persons, corporations and any other legal or commercial entity or undertaking;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (h) a reference to “writing” shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) the Rules are to be interpreted subject to the Act; and
- (k) a reference to a Rule is a reference to a Rule of these Rules.

### 2.3 **Severance**

If any provision of these Rules or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the provision or phrase cannot be so read down it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of these Rules or affect the validity or enforceability of any provision in any other jurisdiction.

### 2.4 **Expressions in the Act**

Except where the contrary intention appears in these Rules, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.

## PART II – MEMBERS

### 3 Members

#### 3.1 Original Member

The following entities recognised by the Committee at the date of adoption of this Constitution as the official representative of and controlling authority for the game of Golf for men and women in a State shall be Original Members subject to Rule 3.2 and subject to providing written consent to become a Member:

	<i>Member</i>	<i>Number of Member Delegates</i>
AGU	New South Wales Golf Association	2
	Victorian Golf Association	2
	Queensland Golf Union	1
	Western Australian Golf Association	1
	South Australian Golf Association	1
WGA	Women’s Golf Queensland	1
	Women’s Golf Western Australia	1
	Women’s Golf South Australia	1
	Women’s Golf New South Wales	1
	Women’s Golf Victoria	1
AGU/WGA	Tasmania Golf Council	
	Women’s Golf Tasmania	1

The Member shall administer the game of Golf in that particular State in accordance with the objects of the Association.

3.2 Where any of the entities for one State listed in Rule 3.1 amalgamate to create a new entity to administer the game of Golf in that State, those entities shall advise the association of the amalgamation, the date amalgamation will be completed, the name and address of the new entity, the composition of its Board and the name and address of its Member Delegate(s). The

new entity upon creation will immediately provide written consent to the Association to become a Member. Upon receipt of the above information and written consent the new entity will be the Original member for that State. The new Original Member will be entitled to the combined number of Member Delegates of the amalgamating entities. Those Member Delegates will have the same voting rights as are provided for the amalgamating entities under Rule 12.2.

### 3.3 **Obligations of Members**

Each Member (including any Original Member) shall:

- (a) be incorporated in its particular State as a company or an association;
- (b) provide the Association with copies of its audited accounts, annual report and other associated documents immediately following the Member's Annual General Meeting;
- (c) do all that is reasonably necessary to adopt the objects of the Association and adopt rules which reflect and which are, to the extent permitted or required by the State Acts or the Act, generally in conformity with these Rules;
- (d) apply its property and capacity solely in pursuit of the objects of the Association, the Member and the game of Golf;
- (e) do all that is reasonably necessary to enable the objects of the Association to be achieved;
- (f) act in good faith and loyalty to maintain and enhance the Association and the game of Golf, its standards, quality and reputation; and
- (g) at all times operate with and promote mutual trust and confidence between the Association and the Members in pursuit of the objects of the Association.

### 3.4 **Legal obligations of Rules**

The Association and the Members agree:

- (a) that they are bound by these Rules and that these Rules operates to create uniformity in the way in which the objects of the Association and the game of Golf are to be conducted, encouraged, promoted and administered in Australia;
- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of the game of Golf, its standards, quality and reputation for the collective and mutual benefit of the Members 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 make full and proper disclosure to each other of all matters of importance to the Association and the game of Golf;
- (e) that should a Member have administrative, operational or financial difficulties, the Committee may, in its absolute discretion, act to assist that Member in whatever manner and on such conditions as the Committee considers appropriate.

## **4 Member own constitutions or rules**

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### **4.1 Constitution or rules**

A constitution or rules of each Member shall clearly reflect the objects of the Association with such incidental variations as are necessary or appropriate, having regard to the State Acts or the Act as applicable to each Member.

### **4.2 Amendments to Member constitutions and rules**

Each Member shall take all steps necessary to ensure its constitution or rules are in a form acceptable to the Committee in accordance with these Rules and shall ensure its documents are amended in conformity with future amendments made to these Rules, subject to any prohibition or inconsistency in any relevant State Acts or the Act. All such steps should be completed within two years after the date of registration of the Association.

### **4.3 Register of Members**

Each Member shall maintain, in a form and with such details as are acceptable to the Association, a register of all Clubs in its State. Each Member shall provide a copy of the register at a time and in a form acceptable to the Association and shall provide prompt and regular updates of that register to the Association when requested by the Committee.

## **5 Class of Members**

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### **5.1 Class of Members**

The Members of the Association shall consist of:

- (a) Original Members and Members;

- (b) any Life Members;
- (c) any Associate Members; and
- (d) such new classes of Members, created in accordance with Rule 5.2 of these Rules.

## 5.2 **New Members and creation of new classes of Membership**

- (a) The Council has the right and power from time to time to create new classes of Membership with such rights, privileges and obligations as are determined applicable by the Council.
- (b) The Council has the right and power from time to time to admit additional Members pursuant to Rules 5.1(a), (b) (c) and (d).

## 5.3 **Life Members**

- (a) The Committee may recommend to the Council that any person who has rendered distinguished service to Golf or the Association or whose service is deemed to have assisted the advancement of Golf in Australia be elected to life Membership.
- (b) A resolution of the Council to confer Life Membership on the recommendation of the Committee must be a Special Resolution. The vote must be taken by poll and not by a show of hands.
- (c) Upon Life Membership being conferred, the person's details shall be entered upon the register.
- (d) The conditions, obligations and privileges of Life Membership shall be as determined by the Committee from time to time.

## 5.4 **Subscriptions and fees**

Fees, including annual Membership fees, payable by Members (or any class of Member) to the Association, the basis of, the time for and the manner of payment, shall be as determined by the Committee from time to time.

# **6 Register of Members**

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## 6.1 **Public Officer to keep register**

The Public Officer shall keep and maintain a register of Members in which shall be entered such information as is required under the Act from time to time.

## 6.2 Inspection of register

The register shall be available for inspection (but not copying) by Members, upon reasonable request.

## 7 Discontinuance of Membership

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- (a) A Member may at any time by giving six months' notice in writing to the Association resign its Membership.
- (b) If any Member fails to carry out the objects of the Association or fails to pay subscriptions and fees within three months, the Association may convene a General Meeting the special business of which will be whether that Member should be removed as a Member of the Association.
- (c) A Special Resolution is required to remove a Member under Rule 7(b).

## 8 Discipline

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Where the Committee is advised or considers that a Member or Official has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of these Rules, the By-Laws, any policy or any resolution or determination of the Committee;
- (b) acted in a manner unbecoming a Member or Official or prejudicial to the objects and interests of the Association; or
- (c) brought the Association or the game of Golf into disrepute;

the Committee may commence or cause to be commenced disciplinary proceedings against that Member or Official, and that Member or Official will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association set out in these Rules and the By-Laws.

## **9 Suspension and Expulsion from Membership**

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### **9.1 Suspension**

- (a) The Committee may immediately suspend from membership for any period not exceeding 12 months any Member who has infringed the Rules or By-Laws of the Association or has been guilty of conduct which in the opinion of the Committee is unbecoming of a Member or is prejudicial to the interests of the Association.
- (b) A suspended Member shall be excluded from such use of the Association as determined by the Committee.

### **9.2 Reasons for Suspension**

The Committee must within 14 days of suspending a Member post to the Member a letter to inform the Member of the reason for the suspension and that it requires an apology and acceptance of the period of suspension in writing or an explanation of the Member's behaviour within 30 days of the date of the letter. Such explanation must be:

- (a) provided by the Member in writing; or
- (b) by personal appearance by the Member at a time arranged by the Chief Executive Officer before a disciplinary sub-committee selected by the Committee.

### **9.3 Consequences of Failure to provide Apology or Explanation**

- (a) Should the suspended Member fail to provide a written apology or written explanation or fail to appear before the disciplinary sub-committee or should the written or verbal explanation be considered by the Committee to be unsatisfactory, the Member must be notified in writing and offered the following options and within 30 days of such notification must either:
  - appear before at least four members of the Committee with any Member of the Association nominated by the suspended Member; or
  - resign in writing.
- (b) Should the suspended Member fail to comply with the requirements of Rule 9.3(a), the Member's suspension may be confirmed or the Member may be expelled from the Association without right of further appeal.

- (c) Should a suspended Member's verbal explanation not be satisfactory, the Member must be offered the following options in writing and within 30 days of such notification must either:

appear before an Appeal Panel represented by any Member Delegate appointed by the suspended Member; or

resign in writing.

#### 9.4 **Expulsion**

Should the Member fail to act as required by Rule 9.3(c), the Member must accept the Committee's decision and may be expelled from the Association without right of further appeal.

#### 9.5 **Appeal Panel**

An Appeal Panel must consist of:

- (a) a nominee of the President to act as chairman who is not a Committee Member;
- (b) one former Committee Member or office holder of the Association; and
- (c) two Committee Members.

The procedures of the Appeal Panel shall be set out in the By-Laws.

#### 9.6 **Appeal against Decision of Appeal Panel**

- (a) The Member or the Committee may appeal the decision of the Appeal Panel to a General Meeting of the Association in accordance with such procedures, as determined by the Committee.
- (b) The Member must be expelled from the Association without right of further appeal if a majority of the votes cast at the General Meeting are in favour of expulsion. A Member appealing a decision of the Appeal Panel under this Rule 9.6 shall not be eligible to vote by any of its Member Delegates or Alternate Member Delegates on the resolution to expel the Member.

9.7 **No Claims**

- (a) A Member expelled from the Association under this Rule 9 has no claim on the property of the Association and is not eligible for re-admission as a Member.
- (b) A suspended Member shall have no claim against the Association for any financial compensation.

**10 Complaints**

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All complaints must be made in writing to the Chief Executive Officer who, if unable to deal with them, must refer them to the Committee whose decision is final.

**11 Disputes**

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11.1 **Application**

Except for circumstances governed by Rule 9, the grievance procedure set out in this Rule applies to disputes under these Rules between:

- (a) a Member and another Member; or
- (b) a Member and the Association.

11.2 **Resolution of Dispute**

The parties to a dispute or their nominated representatives and at least one Committee Member must meet at the Association and discuss the matter in dispute in an effort to resolve the dispute within one calendar month after the dispute comes to the Committee.

11.3 **Mediation**

If the parties fail to resolve the dispute at or before the meeting, then the parties must hold a further meeting at the Association in the presence of a mediator within a further calendar month.

11.4 **Mediator**

The mediator must be:

- (a) a person chosen by agreement between the parties; or

(b) in the absence of agreement:

in the case of a dispute between a Member and another Member, the nominee of the Committee; or

in the case of a dispute between a Member and the Association, a person who is a member of the Dispute Settlement Centre of Victoria (Department of Justice).

#### 11.5 **Mediation Process**

- (a) The parties to the dispute must in good faith attempt to settle the dispute by mediation and must keep the Chief Executive Officer informed of the progress of the dispute process.
- (b) The mediation process must allow consideration by all parties of written statements submitted by any party and ensure natural justice is accorded to the parties.
- (c) The mediator must not determine the dispute.
- (d) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

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## PART III – THE COUNCIL

### 12 The Council

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#### 12.1 Role of the Council

The Council shall:

- (a) elect Committee Members to the Committee;
- (b) be the Association in General Meeting;
- (c) review and approve the accounts prepared by the Committee;
- (d) appoint the auditor;
- (e) consider amendments to the Rules; and
- (f) approve the admission of any new members or the creation of any new class of Member.

#### 12.2 Composition of the Council

- (a) The Council shall comprise:
  - (i) Member Delegates; and
  - (ii) the President and Committee Members and Chief Executive Officer who shall be entitled to attend and participate in the debate of any special business but shall not vote in any Council Meeting.
- (b) During the Interim Period, the Member Delegates will have the following voting entitlements at General Meetings:

<b>AGU</b>	<b>Votes</b>	<b>WGA</b>	<b>Votes</b>
NSW	2	NSW	1
VIC	2	VIC	1
QLD	1	QLD	1
WA	1	WA	1
SA	1	SA	1
TAS	1	TAS	
<b>TOTAL</b>	<b>8</b>	<b>TOTAL</b>	<b>5</b>



## **13 Member Delegates**

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### **13.1 Appointment of Member Delegates to the Council**

Original Members shall appoint Member Delegates as follows:

- (a) two Member Delegates from each of the New South Wales Golf Association and Victorian Golf Association;
- (b) one Member Delegate from each of the Queensland Golf Union, Western Australian Golf Association, South Australian Golf Association, Women's Golf Queensland, Women's Golf Western Australia and Women's Golf South Australia; Women's Golf New South Wales and Women's Golf Victoria;
- (i) one Member Delegate to represent both the Tasmania Golf Council and Women's Golf Tasmania;

provided that in the event of an amalgamation of any of the Original Members representing men's or women's Golf in a State then the number of Member Delegates to be appointed by the new entity resulting from the amalgamation shall be the sum of the numbers of Member Delegates authorised by these Rules.

A Member Delegate must be a Club Member.

### **13.2 Role of Member delegates**

Each Member Delegate shall have full power to consider and vote on resolutions at Council Meetings.

### **13.3 Member to advise of appointment**

Members shall advise the Public Officer of their appointed Member Delegate, including name, address, contact details, position within the Member, within 14 days of appointment.

### **13.4 Alternate Member Delegates**

- (a) A Member may appoint an Alternate Member Delegate. An Alternate Member Delegate must comply with the requirements for Member Delegates set out in Rule 13.1 of these Rules. Where a Member appoints an Alternate Member Delegate it shall advise the Public Officer as soon as practicable after the appointment.

- (b) An Alternate Member Delegate shall only have standing (whether for the purpose of attendance, quorum or voting) in the absence of the Member Delegate of that Member.

13.5 **Term**

Each Member Delegate shall hold the appointment for a term of one year commencing from the date of appointment by the Member. A Member Delegate may be reappointed.

## **PART IV – GENERAL MEETINGS**

### **14 General Meetings**

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14.1 General Meetings comprise:

- (a) the Annual General Meeting of the Association; and
- (b) all General Meetings other than the Annual General Meeting.

14.2 **Convening General Meetings**

- (a) Committee Members may call a General Meeting of Members.
- (b) The Committee Members shall call a meeting of Members if requested by at least 25 percent of the Members in accordance with the Act.

14.3 An Annual General Meeting shall be held within 18 months of the date of registration of the Association and thereafter at least once in each calendar year and within five months after the end of the financial year.

14.4 **Notice of General Meeting**

- (a) Subject to the provisions of the Act relating to shorter notice, at least 30 days written notice (not including the day on which the notice is served or deemed to be served, but including the day of the General Meeting for which notice is given) must be given of any General Meeting of Members.
- (b) The notice must be given to all Members and Committee Members and must:
  - (i) set out the place, date and time for the General Meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
  - (ii) state the general nature of the General Meeting's business;
  - (iii) if a special resolution is to be proposed at the General Meeting, set out an intention to propose the special resolution and state the resolution;
- (c) the notice may be given by any of the means provided by the Act.

14.5 **Place of meeting**

The Association may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

**15 Resolutions without meetings**

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15.1 **Written resolutions**

Subject to the requirements of the Act:

- (a) the Association may pass a resolution without a General Meeting being held if all Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document;
- (b) separate copies of the document may be used for signing by Members if the wording of the resolution statement is identical on each copy; and
- (c) the resolution is passed when the last Member signs.

15.2 The provisions of Rule 13.1 do not apply to a resolution to remove the auditor.

**16 Proceedings at General Meetings**

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16.1 **Quorum**

- (a) The quorum for a General Meeting is two thirds of Member Delegates entitled to be present and vote. The quorum must be present at all times during the meeting.
- (b) No business may be transacted at any General Meeting, except the adjournment of the meeting, unless a quorum of Members is present when the General Meeting proceeds to business.

16.2 **Alternate Member Delegates in quorum**

In determining whether a quorum is present individuals attending as Alternate Member Delegates are counted.

**16.3 Adjournment for lack of quorum**

If a General Meeting does not have a quorum present within thirty minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the chair of the General Meeting specifies. If the chair of the General Meeting does not specify one or more of these things, then the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week; and
- (b) if the time is not specified – the same time; and
- (c) if the place is not specified – the same place.

**16.4 Lack of quorum at adjourned meeting**

If no quorum is present at the resumed meeting within thirty minutes after the time for the General Meeting, then:

- (a) if the meeting was called by the Members, the meeting is dissolved;
- (b) in all other cases, Members present are a quorum.

**16.5 Chair of General Meeting**

- (a) The President shall act as chair at every General Meeting of the Association.
- (b) If:
  - (i) there is no such person;
  - (ii) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the President is unwilling to act,the Committee Members present may elect one of their number to be chair of the General Meeting.
- (c) This Rule shall not apply to the extent a person is appointed under Rule 20(a)(ii).

**16.6 Adjournment generally**

- (a) At a General Meeting at which a quorum is present, the chair may, with the consent of the meeting (and will if so directed by the meeting), adjourn the meeting to another time and, if the chair thinks fit, to another place.

- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

**16.7 Conduct of General Meetings**

Any question arising at a General Meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chair of the meeting, whose decision is final.

**16.8 Voting at a General Meeting**

- (a) All votes must be given personally or by proxy.
- (b) A Member is not entitled to vote at a General Meeting unless all moneys due and payable by the Member to the Association have been paid, other than the amount of the annual subscription payable in respect of the current financial year.

**16.9 Putting of resolutions**

- (a) Except in the case of any resolution which as a matter of law requires a special resolution, questions arising at a General Meeting are to be decided by a majority of votes cast by the Member Delegates and Alternate Member Delegates present at the General Meeting and any such decision is for all purposes a decision of the Members.
- (b) A resolution put to the vote at a General Meeting of Member Delegates and Alternate Member Delegates must be decided on a show of hands unless a poll is demanded.

**16.10 Result on show of hands**

On a show of hands, a declaration by the chair and entry in the minute book of the Association is conclusive evidence of the result. Neither the chair nor the minutes need state the number of the votes recorded in favour or against the resolution.

**16.11 Demand for poll**

- (a) A poll may be demanded on any resolution but not in the election of the chair or the adjournment of a meeting.

- (b) If a poll is demanded on a matter:
  - (i) it must be taken when and in the manner the chair directs;
  - (ii) any other business of the meeting can be transacted before the poll demanded is carried out; and
  - (iii) if directed by the chair of the meeting, there may be an interval or adjournment prior to the poll.
- (c) A poll may be demanded by Member Delegates or the Chair.
- (d) A poll may be demanded before a vote is taken or immediately after the voting results on a show of hands are declared.
- (e) A demand for a poll may be withdrawn.

#### 16.12 **Disallowance of vote**

A challenge to a right to vote at a meeting of Members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair, whose decision is final.

#### 16.13 **Proxies**

Each Member is entitled to appoint another Member as a proxy by notice given to the Public Officer no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

## **17 Member delegates at General Meetings**

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### 17.1 **Member state delegates**

Subject to these Rules, each Member entitled to vote at a General Meeting shall vote by its Member Delegates or Alternate Member Delegates.

### 17.2 **Authority of Member delegate**

An appointment of a Member Delegate will be taken to confer authority:

- (a) to agree to a General Meeting being convened by shorter notice than is required by the Act or by these Rules;

- (b) to speak on any proposed resolution on which a Member Delegate may vote;
- (c) to demand or join in demanding a poll on any resolution on which the Member Delegate may vote;
- (d) even though an instrument appointing the Member Delegate may refer to specific resolutions and may direct the Member Delegate how to vote on those resolutions:
  - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion;
  - (iii) to act generally at the meeting; and
- (e) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.

### 17.3 Instrument appointing Member delegate

- (a) An instrument appointing a Member Delegate may direct the manner in which the Member Delegate is to vote in respect of a particular resolution and, where an instrument so provides, the Member Delegate is not entitled to vote on the proposed resolution except as directed in the instrument.
- (b) An instrument appointing a Member Delegate need not be in any particular form provided it is in writing and signed by the Member.
- (c) Subject to Rule 17.3(a), a Member Delegate may not vote at a General Meeting or adjourned meeting or on a poll unless the instrument appointing the Member Delegate, and the authority under which the instrument is signed, or a certified copy of the authority are:
  - (i) received at the registered office of the Association, a fax number at the Association's registered office or at such other place, fax number or electronic address specified for that purpose in the notice calling the meeting before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be);



- (ii) in the case of a meeting or an adjourned meeting, tabled at or before the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (iii) in the case of a poll, produced before the poll is taken.
- (d) The Committee Members may waive all or any of the requirements of this Rule 17.3 and in particular may do so, upon the production of such other evidence to prove the validity of the appointment of a Member Delegate as they consider fit.

## **PART V – THE COMMITTEE**

### **18 Role of the Committee**

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The business of the Association is to be managed by or under the direction of the Committee.

### **19 Powers of the Committee**

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- (a) The Committee Members may exercise all powers of the Association except any powers that under the Act or the Rules (if any) are required to be exercised in General Meeting.
- (b) The Committee Members shall be entitled to attend all meetings of the Council but shall have no voting rights.

### **20 Interim period**

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Notwithstanding anything contained in these Rules, for the period beginning on the date of the formation of the Association and ending immediately upon completion of the Association's second Annual General Meeting ("Interim Period") being a period of approximately two years, the following shall apply:

- (a) The Interim Committee shall comprise:
  - (i) three Committee Members nominated by the AGU and three Committee Members nominated by WGA each of whom must be a Club Member; and
  - (ii) an Independent Committee Member appointed by the Committee and who will act as chair of Committee and General Meetings. This Committee Member shall have no voting rights at any Council or General Meeting of the Association.

As at the date of these Rules, the Interim Committee shall be the persons set out in the Schedule.

- (b) Subject to these Rules, all persons appointed shall hold office until the end of the Interim Period.

- (c) At meetings of the Interim Committee the number of Committee Members whose presence is required to constitute a quorum is five provided that two of those five are appointed by the AGU and two of those five are appointed by WGA.
- (d) During the Interim Period, the Interim Committee must appoint such person or persons as it thinks fit to represent the Association at ceremonial or honorary occasions.
- (e) During the Interim Period, Rules 12.1(a), 16.5, 21.2 to 22.5 inclusive of these Rules shall have no operation or legal effect.

## **21 Composition of the Committee**

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### **21.1 Interim period**

The Interim Committee shall comprise the Committee Members during the Interim Period as described in Rule 20. These Committee Members shall be the Committee Members of the Association until the second Annual General Meeting of the Association after registration of the Association.

### **21.2 Committee composition**

Subject to Rule 20, the Committee shall comprise the following Committee Members:

- (a) six Committee Members (at least two of whom must be female and two of whom must be male) who shall be elected in accordance with Rule 22 and who must be a Club Member;
- (b) up to three Independent Committee Members appointed by the Committee.

### **21.3 President**

- (a) The Committee must appoint a President from amongst its number annually. The President shall be the notional head of the Association.
- (b) The Committee Member appointed as President may serve as President for a maximum term of three consecutive years.
- (c) Subject to Rule 16.5, the President shall be entitled to:
  - (i) chair all meetings of the Committee; and

- (ii) attend and chair all meetings of the Association but shall have no voting rights at any Council meeting.

#### 21.4 **Eligibility of Committee Members**

- (a) The Committee will determine necessary experience and qualifications for eligibility of Independent Committee Members from time to time.
- (b) A person who serves on the Council or Committee, or is an employee, of a Member is not eligible to be a Committee Member of the Association whilst holding that position.

#### 21.5 **Portfolios**

The Committee may determine that the interests of the Association are best served by the allocation of portfolios to Committee Members. The Committee shall be entitled to vary the titles and portfolios of each of the Committee Members in accordance with the needs of the Association from time to time.

## **22 Election of Committee Members**

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#### 22.1 **Election of Committee Members**

Subject to Rule 20, the Committee Members of the Committee will be elected by the Council at the Second Annual General Meeting after registration in accordance with these Rules. The Chief Executive Officer will call for nominations from Members for persons to be considered for election as Committee Members 45 days prior to the Annual General Meeting. Nominations must be received by the Chief Executive Officer 30 days before the Annual General Meeting. When calling for nominations, the Chief Executive Officer shall also provide details of the necessary experience and qualifications applicable to the position as determined by the Committee from time to time.

#### 22.2 **Nominations**

- (a) Nominations must be:
  - (i) in writing;
  - (ii) on the prescribed form (if any) provided for that purpose;
  - (iii) signed by a nominator who must be a Club Member and stating the name of their Club and endorsed by an authorised Club representative; and

- (iv) certified by the nominee expressing a willingness to accept the position as a Committee Member of the Association;
- (b) If insufficient nominations are received, the Committee must nominate a sufficient number of candidates;
- (c) If the number of candidates nominated for election as Committee Members does not exceed the number of vacancies, the candidates nominated must at the Annual General Meeting to be declared elected;
- (d) If the number of candidates nominated exceeds the number required to be elected a ballot must be taken pursuant to Rule 22.3.

### 22.3 Election procedure

If a ballot for the election of Committee Members is necessary, it shall be taken as follows:

- (a) the Committee must fix a time not less than seven days before the date of the Annual General Meeting for the opening of the ballot which must close at 5.00 p.m. two days before the date of the Annual General Meeting;
- (b) the Committee must appoint a returning officer (“Returning Officer”) (who may be the Chief Executive Officer or another person) to be responsible for placing a secure locked ballot box in the Association’s premises to receive ballot papers on the opening of the ballot;
- (c) a ballot paper showing the names in alphabetical order of the candidates nominated for each vacancy in respect of which an election is necessary must be prepared by the Returning Officer together with notices setting out the qualifications and experience of each candidate and the time and date when voting closes;
- (d) each Member is entitled to vote by its Member Delegate and to receive a ballot paper by mail from the Association;
- (e) the ballot paper and notices must be dispatched by the Association by post and are deemed to have been received by each Member three days after dispatch;
- (f) if a ballot paper is lost or not received by a Member Delegate, that Member Delegate may orally or in writing request the Returning Officer to issue a replacement ballot paper and the Returning Officer may, if satisfied with the circumstances outlined in the request, post or deliver to that Member Delegate a replacement ballot paper;

- (g) each Member Delegate voting must vote on the ballot paper by crossing out the name of each candidate for whom the Member Delegate does not wish to vote. The Member Delegate must vote for the full number of candidates required to be elected, otherwise the vote must not be counted;
- (h) the ballot paper must be placed in an envelope marked “Ballot Paper” and sealed and then placed in another envelope addressed to the Returning Officer, the inside flap of which must bear the signature and printed name of the Delegate of the Member before sealing. The envelope must then be deposited in the ballot box on the Association’s premises or posted to the Returning Officer. Envelopes received by the Returning Officer must be placed immediately in the ballot box;
- (i) votes must be received before the time and date when voting closes;
- (j) immediately after the closing time of the ballot, the Returning Officer must remove the ballot box to a safe place. The ballot box must be opened in the presence of at least two scrutineers appointed by the Chief Executive Officer and the votes counted;
- (k) the Returning Officer must report in writing the result of the ballot to the Chair of the Annual General Meeting who must announce the result and declare elected to fill the vacancies those candidates obtaining the most votes; and
- (l) in the case of an equality of votes for any position the Chair shall at the Annual General Meeting conduct a preferential secret ballot on papers prepared by the Chief Executive Officer at the Annual General Meeting.

#### 22.4 **Term of appointment**

- (a) Each Committee Member shall hold office for a term of three years but is eligible for re-election. Independent Committee Members may serve a maximum term of three consecutive years.
- (b) Subject to Rule 21.1, the terms of office of Committee Members shall rotate in accordance with the initial terms determined under Rule 22.5.
- (c) Committee Members, other than Independent Committee Members, are eligible for re-election but shall not serve for more than two consecutive terms.
- (d) Elections and appointments to subsequent Committees shall then proceed in accordance with the procedures in these Rules.

## 22.5 Rotational terms

- (a) Subject to Rule 20 and to the provisions in these Rules and the Act relating to the earlier retirement or removal of Committee Members, Committee Members shall hold office for a term of three years from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the third Annual General Meeting thereafter.
- (b) To ensure rotational terms, two of the Committee Members elected after the Interim Period shall retire after one year. A further two Committee Members will retire after two years. The remaining two Committee Members will have three year terms. The two Committee Members to have one and two year terms will be decided by lot conducted by the Committee Members.

## 23 Remuneration and expenses of Committee Members

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- (a) The Committee may make payment of expenses incurred or to be incurred by Committee Members and Independent Committee Members in performing duties as officers of the Association.
- (b) Subject to the provisions of the Act, the Committee Members and Independent Committee Members may only be remunerated for their services with the approval of the Council.

## 24 Indemnity and insurance

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### 24.1 Extent of indemnity

The Association will indemnify any person who is or has been a Committee Member, Chief Executive Officer or officer of the Association, out of the funds of the Association against the following:

- (a) any liability to another person (other than the Association or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person:
  - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; and

- (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act.

24.2 The amount of any indemnity payable under Rule 24.1 will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of any input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Association with a GST tax invoice for the GST Amount.

24.3 The Committee Members may agree to advance to an officer an amount which it might otherwise be liable to pay to the officer under Rule 24.1 on such terms as the Committee Members think fit but which are consistent with this Rule, pending the outcome of any findings of a relevant court or tribunal which would have a bearing on whether the Association is in fact liable to indemnify the officer under Rule 24.1. If after the Association makes the advance, the Committee Members form the view that the Association is not liable to indemnify the officer, the Association may recover any advance from the officer as a debt due by the officer to the Association.

#### 24.4 **Insurance**

The Association may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a Committee Member, Chief Executive Officer or an officer of the Association against a liability:

- (a) incurred by the person in their capacity as an officer of the Association or a subsidiary of the Association or in the course of acting in connection with the affairs of the Association or otherwise arising out of the officer holding such office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Association or a subsidiary of the Association or a contravention of section 29A of the Act; or
- (b) for the costs and expenses incurred by that person in defending proceedings, whatever their outcome.



## **25 Vacancies of Committee Members**

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### **25.1 Grounds for termination of Committee Member**

In addition to the circumstances (if any) in which the office of a Committee Member becomes vacant by virtue of the Act, the office of a Committee Member becomes vacant if the Committee Member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his/her office by providing notice in writing to the Association;
- (e) is absent without the consent of the Committee from meetings of the Committee held during a period of six months;
- (f) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his/her interest;
- (g) is removed from office by Resolution;
- (h) would otherwise be prohibited from being a Committee Member under the Act; or
- (i) in the opinion of the Council has acted in a manner unbecoming or prejudicial to the objects and interests of the Association.

### **25.2 Casual vacancies**

Any casual vacancy occurring in the office of a Committee Member may be filled on the vote of the remaining Committee Members from among persons with the necessary experience and qualifications (including gender) and complying with the job description under these Rules and as otherwise determined by the Committee. Any such vacancy may only be filled for the remainder of the Committee Member's term under these Rules.

**25.3 Remaining Committee Members may act**

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

**26 Meetings of the Committee**

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**26.1 Committee to meet**

The Committee shall meet as often as is deemed necessary, in every calendar year for the dispatch of business and may adjourn and, subject to these Rules, otherwise regulate, its meetings as it thinks fit. The President or three Committee Members may at any time and the Chief Executive Officer shall, on the requisition of the President or three Committee Members, convene a meeting of the Committee within a reasonable time.

**26.2 Decisions of Committee**

Subject to these Rules, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members present and entitled to vote shall for all purposes be deemed a determination of the Committee. All Committee Members shall have one deliberative vote on any question and any tied poll on any question shall result in the motion lapsing.

**26.3 Resolutions not in meeting**

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Committee Members shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate their meetings as they think fit, a meeting of the Committee may be held where one or more of the Committee Members is not present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

- (ii) notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee;
- (iii) if a failure in communications prevents Rule 26.3(b)(i) from being satisfied by a quorum of Committee Members, the meeting shall be suspended until Rule 26.3(b)(i) is satisfied again. If not satisfied within 15 minutes from the interruption, the meeting shall be deemed to have terminated; and
- (iv) no meeting shall be invalidated merely because no Committee Member is physically present at the place for the meeting specified in the notice of meeting.

#### 26.4 **Quorum**

At meetings of the Committee (or participation under Rule 26.3 of these Rules) the quorum shall be four Committee Members or where any Independent Committee Members are appointed, two thirds of Committee Members and Independent Committee Members present at the meeting.

#### 26.5 **Notice of Committee meetings**

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence), not less than 14 days' written notice of the meeting of the Committee shall be given to each Committee Member unless all Committee Members agree, the agenda shall be forwarded to each Committee Member not less than seven days prior to such meeting.

#### 26.6 **Validity of Committee decisions**

A procedural defect in decisions taken by the Committee shall not result in such decision being invalidated.

#### 26.7 **Conflict of interest**

A Committee Member shall declare his/her interest in any:

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

in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Committee, absent him or herself from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of any uncertainty as to whether it is necessary for a Committee Member to absent him or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

**26.8 Chair of Committee Members meetings**

- (a) Subject to Rule 20, the President shall chair meetings of Committee Members.
- (b) The Committee Members must elect a Committee Member present at the meeting to chair a meeting, or part of it, if the President is not available for holding the meeting or declines to act for the meeting or the part of the meeting.

**26.9 Delegation to Sub-committees**

- (a) The Committee Members may delegate any of their powers to Sub-committees consisting of such Committee Members as the Committee Members think fit and such delegation shall be recorded in the minutes.
- (b) A Sub-committee must:
  - (i) conform to any regulations that may be imposed on it by the Committee Members in exercising the powers delegated by the Committee Members; and
  - (ii) exercise the powers delegated to it in accordance with any directions of the Committee Members.
- (c) All Sub-committee decisions must be approved by the Committee before any action is taken to give effect to a decision.

**26.10 Conduct of Sub-committee meetings**

- (a) A Sub-committee may elect a chair of its meetings. If no such chair is elected, or if at any meeting the chair is not present within 15 minutes after the time appointed for holding the meeting, the Sub-committee Members present at the meeting may elect one of their number to be chair of the meeting.
- (b) A Sub-committee may meet and adjourn as it thinks proper.

**26.11 Votes at Committee and Sub-committee meetings**

A resolution of the Committee Members or a Sub-committee must be passed by a majority of votes of the Committee Members or Sub-committee entitled to vote on the resolution.

**26.12 Delegation to individual Committee Members**

- (a) The Committee Members may delegate any of their powers to one Committee Member.
- (b) A Committee Member to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Committee Members.

**26.13 Validity of Committee Members' acts**

An act done by a person acting as a Committee Member or by a meeting of Committee Members or a Sub-committee attended by a person acting as a Committee Member is not invalidated by reason only of:

- (a) a defect in the appointment of the person as a Committee Member;
- (b) the person being disqualified to be a Committee Member or having vacated office; or
- (c) the person not being entitled to vote.

if that circumstance was not known by the person or the Committee Members or the Sub-committee as the case may be when the act was done.

**26.14 Public Officer**

The Committee Members will appoint an Association Public Officer on terms and conditions determined by the Committee Members.

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**27 Chief Executive Officer**

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**27.1 Appointment of Chief Executive Officer**

The Chief Executive Officer shall be appointed by the Committee for such terms and on such conditions as the Committee thinks fit.

**27.2 Chief Executive Officer**

The Chief Executive Officer shall administer and manage the Association in accordance with these Rules.

**27.3 Specific duties**

The Chief Executive Officer shall:

- (a) as far as practicable, attend all Committee meetings and General Meetings;
- (b) prepare the notice of and agenda for all Committee meetings and all General Meetings;
- (c) ensure that minutes of the proceedings of all meetings of the Committee and the Council are recorded and prepared; and
- (d) regularly report to the Committee (and if required, to the Council) on the activities of, and issues relating to, the Association.

**27.4 Chief Executive Officer may employ**

The Chief Executive Officer, in consultation with the Committee, may, on behalf of the Association, employ such office personnel as are deemed necessary from time to time. Such appointments shall be for such period and on such conditions as the Chief Executive Officer and the Committee determine.

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**28 Standing committees**

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**28.1 Committee may appoint standing committees**

The Committee may by instrument in writing create or establish or appoint from among its own Members, or otherwise, committees, individual officers or consultants to carry out such functions as the Committee determines.

**28.2 Appointment**

The Committee in establishing such standing committee must not delegate a function imposed on the Committee or the Chief Executive Officer by the Act or any other law, or its Rules, or by resolution of the Council in General Meeting.

## PART VI – MISCELLANEOUS

### **29 By-laws**

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#### **29.1 Committee to formulate by-laws**

The Committee may formulate, approve, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the objects of the Association and the game of Golf as it thinks necessary or desirable. Such By-Laws must be considered with these Rules and any policy directives of the Council.

#### **29.2 By-law binding**

All By-Laws made under this Rule shall be binding on the Association and Members.

#### **29.3 Notices binding on Members**

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members by means of notices approved by the Committee and prepared and issued by the Chief Executive Officer. Members shall be obliged to draw such notices to the attention of their respective Members. Notices are binding upon all Members.

### **30 Records and accounts**

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#### **30.1 Chief Executive Officer to keep records**

The Chief Executive Officer shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Council and the Committee and shall produce these as appropriate at each Committee meeting or General Meeting.

#### **30.2 Records kept in accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Act. All books, documents and securities of the Association shall be kept in the care and control of the Chief Executive Officer.

#### **30.3 Association to retain records**

The Association shall retain such records for not less than seven years after the completion of the transactions or operations to which they relate.

**30.4 Committee to submit accounts**

The Committee shall submit to the Annual General Meeting the accounts of the Association in accordance with these Rules and the Act.

**30.5 Accounts conclusive**

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

**30.6 Accounts to be sent to Members**

The Chief Executive Officer shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Association in accordance with these Rules, a copy of the accounts, the Committee's report, the auditor's report and every other document required under the Act (if any).

**30.7 Inspection of accounts**

Subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with these Rules, the accounts shall be open to inspection (but not copying) by the Members.

**30.8 Negotiable instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two authorised Committee Members or in such other manner and by such persons as the Committee Members determine.

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**31 Auditor**

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- (a) A properly qualified auditor or auditors shall be appointed by the Council and the remuneration of such auditor or auditors fixed by the Committee. The auditor's duties shall be regulated in accordance with the Act.
- (b) The accounts of the Association including the profit and loss accounts and balance sheets shall be examined by the auditor or auditors at least once in every year.



## **32 Notices**

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### **32.1 Manner of notice**

- (a) Notices may be given by the Chief Executive Officer to any Member and Committee Member by serving it on the person or by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address or the address of the Committee Member as notified.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected two business days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

### **32.2 Notice of General Meeting**

Notice of every General Meeting shall be given in the manner authorised and to the persons entitled to receive notice under these Rules.

## **33 Seal**

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### **33.1 Common Seal**

The Association may have a common seal. If it does then:

- (a) the common seal must comply with the Act;
- (b) the Committee Members will provide for the safe custody of the common seal; and
- (c) the seal may only be used by the authority of the Committee Members or of a committee of the Committee Members authorised by the Committee Members in that respect.

**33.2 Execution under common seal**

If the Association does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) two Committee Members of the Association;
- (b) a Committee Member and the Chief Executive Officer; or
- (c) except for a deed, a Committee Member nominated for that purpose by the Committee Members.

**33.3 Execution without common seal**

The Association may execute a document without using a common seal if the document is signed by:

- (a) two Committee Members of the Association;
- (b) a Committee Member and the Chief Executive Officer; or
- (c) except for deeds, a Committee Member nominated for that purpose by the Committee Members.

**33.4 Committee Members' interests**

A Committee Member may not sign a document if the Committee Member is interested in the contract or arrangement to which the document relates.

**33.5 Access to records**

- (a) The Committee Members will from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Association or any of them will be open to the inspection of Members.
- (b) No Member (other than a Committee Member) has any right to inspect any accounting or other records of the Association except as conferred by statute or as authorised by the Committee Members or by a resolution passed at a General Meeting.

## **34 Funds**

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### **34.1 Funds**

The funds of the Association shall be derived from Members' fees, levies and subscriptions, donations, grants, sponsorship and such other sources as are determined by the Committee.

### **34.2 Deposit and receipt of funds**

All money received by the Association shall be deposited as soon as practicable and without deduction to the credit of the Association's bank account.

### **34.3 Management**

The income and property of the Association shall be applied solely towards the promotion of the objects of the Association as set out in these Rules.

### **34.4 Nothing contained in these Rules shall prevent payment in good faith of or to any Member or Member Delegate for:**

- (a) any services actually rendered to the Association as an employee;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) rent for premises demised or let by any person or Member to the Association;
- (d) any out-of-pocket expenses incurred by any person or Member on behalf of the Association; or
- (e) any other reason;

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.

## **35 Alteration of Rules**

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These Rules shall not be altered except by Special Resolution.

## **SCHEDULE**

### **Interim Committee Members**

Vivien Beer

John Buckley

Tom Crothers

Carol Humphreys

David Martin

Judy Onto