

CONSTITUTION

Capel Golf Club Inc.

10 Feb 2020

The Rules of the Association of Capel Golf Club

Table of Contents

1. Name of Club	3
2. Objects	3
3. Not for Profit	3
4. Definitions	3
5. Membership	4
6. Application to Become a Member	6
7. Member's Rights	7
8. Subscriptions	8
9. New Members	8
10. Liability for Subscriptions	8
11. General Meetings – Annual General Meeting	9
12. General Meetings - Special General Meetings	9
13. General Provisions for General Meetings	10
14. General Provision	10
15. Election of Office Bearers	11
16. Procedures at General Meetings	11
17. The Board of Directors & Terms	12
18. Ceasing to be a member of the Board	12
19. Powers of the Board	13
20. Role and Responsibilities of Board Members	14
21. Chairperson	15
22. General Manager	16
23. Treasurer	17
24. Financial Transactions	17
25. Sub-Committees	17
26. Auditors	17
27. Alteration and Repeal of Rules	18
28. Suspension or Expulsion of Members	18
29. Resolving Disputes	19
30. Liquor Act	21
31. Common seal	21
32. Dissolution of The Club	21

The Rules of the Association of Capel Golf Club

1. Name of Club

- (a) The name of The Club shall be Capel Golf Club Inc.

2. Objects

- (a) The principal objects are to establish, maintain and conduct a club for golf and to support the recreational, social, sporting, cultural and community dimensions of that interest. These objects include the provision of facilities for the pursuit of literary, scientific, athletic, and professional and any other lawful purpose that provides benefits and enjoyment for the members of The Club.
- (b) To provide and maintain a clubhouse and sporting amenities for the use of the members.

3. Not for Profit

- (a) The property and income of The Club shall be applied solely towards the promotion of the objects of The Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.

4. Definitions

- (a) In reading this Constitution, unless the context or such otherwise indicates or requires:
- (i) "Annual Meeting" means an Annual General Meeting.
 - (ii) "Board" means the Management Committee for The Club, duly elected for the time being in accordance with these Rules.
 - (iii) "Books of the Association" means: The Members Register; the Record of Office Holders; and the Club Constitution.
 - (iv) "By-Laws" means the codes of rules made and adopted by The Club in accordance with Section 19(b)(xii).
 - (v) "Commissioner" means: the person for the time being designated as the Commissioner under section 153 of the Associations Incorporation Act.
 - (vi) "Financial records" Includes: invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; documents of prime entry; working papers and other documents needed to explain the methods by which financial statements are prepared; and adjustments to be made in preparing financial statements;
 - (vii) "Financial report" has the meaning given in Part 5 of The Act;
 - (viii) "Financial statements" means the financial statements in relation to The Club required under Part 5 of The Act;
 - (ix) "Financial year" means from the first of October each year, until the following 30th of September.
 - (x) "General Meeting" means a General meeting of The Club whether Annual or Special.
 - (xi) "Liquor Act" means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act and shall form part of these Rules.

The Rules of the Association of Capel Golf Club

- (xii) "Month" means a calendar month.
- (xiii) "Special General Meeting" means a General Meeting as defined below, called in accordance with Section 12 hereunder, at which only business that has been described in the notice may be transacted.
- (xiv) "Special Resolution" means a resolution passed by the members at a general meeting in accordance with Section 51 of The Act.
- (xv) "The Act" means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act and shall form part of these Rules.
- (xvi) "The Club" means Capel Golf Club Inc.
- (xvii) "The Club Premises" means all land, building and structures thereon of which The Club is the bona fide occupier.
- (xviii) "Voting rights" means the ability for a financial member to propose or second an application for membership; move or second a motion or special motion; speak at all general meetings; nominate for a position on the Board; vote at all general meetings; and petition for a special general meeting.

5. Membership

- a) The Club shall keep an up to date register of members in respect of Full, Intermediate, Life, Country, Restricted, Corporate, Junior, Social, and Honorary members.
 - i) This register must be continually available for inspection at The Club premises by authorised officers.
 - ii) Residential, postal, email address, or information by means of which contact can be made with the member can be nominated for the members register.
- b) Membership of The Club shall consist of the following:
 - i) **Full Members** – Any person over the age of 25 years who has paid the maximum authorised subscription and has been admitted to this category by the Board. Full Members shall have the rights and privileges of The Club including voting rights and playing rights on any day unless there is a competition being run which that person is ineligible to participate.
 - ii) **Intermediate Members** – Any person over the age of 25 years who has paid the maximum authorised subscription and has been admitted to this category by the Board. An Intermediate Member shall have full rights and privileges of The Club including playing rights on those days specified by the Board from time-to-time. An Intermediate Member shall not have voting rights.
 - iii) **Life Members** – Any person who has been admitted to this category as per rule 6(e). A Life Member shall have all the rights and privileges of a Full Member.
 - iv) **Country Members** – Any person over the age of 25 years residing in any place more than 50km from The Club and has been admitted to this category by the Board. A Country Member shall have the same rights and privileges as has a Restricted Member.
 - v) **Restricted Members** - Any person over the age of 25 years who has paid the applicable subscription and has been admitted to this category by the Board. A Restricted Member shall have the full privilege of The Club on all days subject to such conditions as laid down by the Board and shall have no voting rights.

The Rules of the Association of Capel Golf Club

- vi) **Corporate Members** – organisations, restricted to senior management, conducting community or tourism related business in Bunbury and its surrounds that have made a contribution to The Club through business, sponsorship or donations.
1. Corporate membership will be restricted at any one time to a level deemed appropriate by The Club or as may be required by the liquor licensing authority.
- vii) **Junior Members** – Any person who has not reached the age of 26 years and has been admitted to this category by the Board. A Junior Member shall be entitled to playing rights as laid down by the Board only and shall conduct themselves as not to violate any provisions of the Liquor Act. Junior Members on reaching the age of twenty-six (26) years shall be eligible for election as Full Members or Intermediate Members and shall notify the General Manager of their intention to do so. If a proposed Junior Member's twenty sixth birthday falls on or before the first day of October in the current year, they shall not be eligible for election as a Junior Member. Junior Members shall have no voting rights.
- viii) **Social Members** – Any person who has attained the age of 18 years and paid the maximum authorised subscription as set by the Board and has been admitted to such a category by the Board. Social Members shall only be entitled to the privileges of The Clubhouse amenities and have no voting rights;
- ix) **Reciprocal Members** – is a visitor who is a full financial member of any like club in Western Australia or any Licensed Club located outside of Western Australia.
1. Reciprocal Members shall not be entitled to be present at any meeting of the members of The Club, nor have any right, title or interest in or to any of the property of The Club.
- x) **Temporary Members** – a person who is on any day visiting the Club as a member or an official of another club or team, or a person assisting a member or an official of another club or team: -
1. That is to engage in a pre-arranged event with The Club conducted for the purposes of one of The Club's principal objects; or
 2. That is to hold a pre-arranged function at The Club involving the use of The Club's sporting facilities.
- Temporary Members may use the Golf Course and the other premises and facilities of The Club as determined in each case by the Board.
- Temporary Members shall not be entitled to be present at any meeting of the members of The Club, nor have voting rights or any right, title or interest in or to any of the property of The Club.
- xi) **Honorary Members** – Membership that may be granted to Club Patrons, Sponsors, Selected Government Officers and any other such persons as the Board may decide from time to time.
- xii) Only **Full Members** and **Life Members** shall have voting rights. Intermediate, Temporary, Restricted, Corporate, Social and Honorary Members shall not have voting rights.

Reciprocal, Temporary or Honorary Members shall not be entitled to be present at any meeting of the members of The Club, nor have any right, title or interest in or

The Rules of the Association of Capel Golf Club

to any of the property of The Club, nor propose or second any candidate for admission as a member.

Reciprocal, Temporary and Honorary membership would be subject to withdrawal by any club official (including bar persons) acting on the best interests of The Club.

(c) **Cessation of Membership:**

- (i) A person ceases to be a member when any of the following takes place:
 - 1. For a member who is an individual, the individual dies;
 - 2. For a person whose title represents a corporate member, the body corporate is wound up;
 - 3. The person resigns from The Club;
 - 4. The person is expelled from The Club under Section 28;
 - 5. The person ceases to be a member under Section 10(c)
- (ii) The General Manager will keep a record on file of the date on which the person ceased to be a member; and
- (iii) A member may resign from membership of The Club, subject to Section 10(d), by giving written notice of the resignation to the General Manager:
 - 1. The resignation takes effect at the end of the month the General Manager receives the notice; or if a later time is stated in the notice, at that later time.
 - 2. A person who has resigned from membership of The Club remains liable for any fees that are owed to The Club (the owed amount) at the time of resignation.
 - 3. The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

6. Application to Become a Member

- (a) Any person desiring to become a member of The Club shall sign an application form provided and such form must bear the signatures of two members of The Club who are entitled to voting rights.
 - (i) When the application form and all subscriptions have been received, the person shall be a provisional member of the club and exercise all of the privileges of a member excluding voting rights until such time as the next Board meeting.
 - (ii) The applicant will then be accepted or denied membership.
 - (iii) At the next Board meeting, if membership is denied, all subscriptions shall be refunded.
- (b) No person shall be entitled to exercise any of the privileges of a member until they have paid all subscriptions due by them.
- (c) The Board shall have the right to refuse to admit any person to membership without assigning any reason for doing so.
- (d) On the election of each candidate, the General Manager shall notify the same to them, and they shall on payment of their subscription be enrolled as a Member of The Club, and become entitled to the privileges and be bound by its rules and by all

The Rules of the Association of Capel Golf Club

consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.

- (e) Life Member – A member may propose another member for Life Membership to the Board in writing giving reasons that Life Membership should be granted.
 - (i) A General Meeting may, upon a 75% majority vote, confer Life Membership on a member who has rendered special and outstanding services to The Club.
 - (ii) The holder of a Life Membership shall be entitled to all privileges of an ordinary member, be exempt from subscriptions but shall pay any levies and capitation fees.

7. Member's Rights

- (a) The rights and privileges of every member shall be personal and shall not be in any manner transferable by their own act or through any other person on their behalf or by operation of law, and on any member ceasing by death (or otherwise) to be a member all their interest shall go to the estate.
- (b) Voting rights for each membership category are as detailed in Section 5.
- (c) Employees – Members who are employees of The Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with The Club.
- (d) All members, upon successful registration, will be supplied with an electronic copy of The Club constitution or will be directed to obtain a copy of The Club constitution from The Club's website.
- (e) Guests – all members of The Club, except Temporary and Reciprocal members, shall be at liberty to invite guests to The Club, but the number of guests shall not exceed the maximum number as contained in Section 48(4)(b) of the Liquor Control Act 1988.
- (f) A member may hold private family and business functions without limit to number of guests, providing that the sale of liquor shall be:
 - (i) ancillary to a meal supplied at The Club by or on behalf of The Club to a member and to each of the guests of that member being guests of whose attendance was given prior notice to The Club.
 - (ii) to a member, for consumption by the guests of that member at a function held by or on behalf of that member at The Club.
- (g) Functions – Only Full, Intermediate, Restricted, Country, Social, Corporate and Life Members are entitled to host functions on The Club premises after written application for said function has been considered and approved by the General Manager. The General Manager will furnish the applicant with a written copy of Club rules relating to functions, after the application has been approved and any additional conditions and restrictions it shall see fit.
- (h) Upon request, a member is able to inspect the Books of the Association at such time and place as is mutually convenient to the Club and the Member.
 - (i) A Member must contact the General Manager to request to inspect the Member Register.
 - (ii) The Member may make a copy of details from the Member Register but has no right to remove the Register for that purpose.
 - (iii) A Member may make a request in writing for a copy of the Member Register.

The Rules of the Association of Capel Golf Club

- (iv) The Club may charge a reasonable fee to the Member for providing a copy of the Member Register, the amount to be determined by the Board from time to time.
- (v) A Member must not use or disclose the information on the Member Register:
 - 1. To gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
 - 2. To contact, send material to The Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes, or
 - 3. For any other purpose unless the use of the information is approved by the Board and for a purpose:
 - a. That is directly connected with the affairs of The Club; or
 - b. Related to the provision of the information to the Commissioner in accordance with a requirement of the Act.
- (vi) The Board may require a Member who requests a copy of the Member Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of The Club.

8. Subscriptions

- (a) The nomination fee, annual subscription and levies of The Club shall be set by majority vote of the Board of Directors prior to the commencement of the financial year. Notice of the fees, subscriptions and levies shall be notified to the members, via The Club notice board. Subscriptions and Levies cannot increase more than 10% per annum except after a vote of the members at the Annual General Meeting or Special General Meeting.
- (b) All subscriptions are due from the first day of October in each year and are payable in advance and the balance by the 31st of October in the same year.

9. New Members

- (a) Subscriptions must be paid within two weeks of election and shall be a monthly pro-rata amount of the membership, of the relevant membership class.

10. Liability for Subscriptions

- (a) Any member who does not notify the General Manager in writing before the 30th of September of his/her withdrawal from The Club shall be liable for the subscription for the current club year.
- (b) The Board shall have the power by resolution to remove from the roll of members the name of any new member who fails to pay his/her subscription within two weeks from the date of his/her election.
- (c) Any member whose subscription is in arrears after 31st October in each year shall cease to be a member, unless the Board upon receiving an explanation in writing from that member shall otherwise decide.

The Rules of the Association of Capel Golf Club

- (d) Any Member wishing to withdraw from The Club shall give notice in writing to the General Manager. Such notice shall be considered at the next meeting of the Board. Prior to accepting the resignation, all membership fees up to and including the last day of the month within the current year following the receipt of the resignation by The Club and any other amount shall be paid. Resignation is accepted in this manner shall be considered in regard to any future application for membership.
- (e) Any Member wishing to defer membership to The Club for a minimum period of twelve months shall give notice in writing to the General Manager before such subscription becomes payable and shall be liable for a subscription determined by the Board. A deferred Member shall not be entitled to any rights and/or privileges of The Club House or Course. Any such Member desiring to continue as a Member before the expiration of the twelve-month period, subject to Board approval, pay a subscription proportionate to the unexpired portion of the current year.

11. General Meetings – Annual General Meeting

- (a) The Annual General Meeting of members shall be held every calendar year within six (6) months of the closing of the financial year. Notice of the meeting and agenda items including special notices of motion must be posted on The Club notice board for 14 days before the date of the meeting. At this meeting a report shall be presented by the Chairperson on behalf of the Board of Directors, and the Director of Finance shall present The Club's statement of accounts and balance sheet for the past year, duly audited, and other business in accordance with these rules may be transacted.
- (b) Twenty-Five (25) financial voting members shall constitute a quorum at a General Meeting or Special General Meeting. The Chair of the meeting shall be The Club Chairperson or if not available a person nominated by the Board of Directors.
- (c) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
- (d) The order of business at the Annual Meeting shall be as follows:
 - (i) Reading notice of meeting.
 - (ii) Reading minutes of the last Annual Meeting and any other General Meeting not yet confirmed and confirming or amending same.
 - (iii) Reading Chairperson's Report, discussion and adoption or otherwise.
 - (iv) Reading Statement of accounts and Balance Sheet to be received or otherwise.
 - (v) Election of Board of Directors.
 - (vi) Election of club Auditor.
 - (vii) Special Business of which Notice of Motion has been given.
 - (viii) Other Business of which notice has been given.

12. General Meetings - Special General Meetings

- (a) The Board of Directors may, at any time call a Special General Meeting by giving adequate notice on the Club notice board.
- (b) A Special General Meeting shall also be called by the Board of Directors on a requisition signed by no less than 10% of the Full financial members stating in detail the purpose of the meeting.
- (c) Notice of the meeting and a copy of the requisition shall be posted in the building for at least seven days before the date of the said meeting.

The Rules of the Association of Capel Golf Club

- (d) Only business, of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting.
- (e) Twenty-Five (25) financial members shall form a quorum.
 - (i) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for a Special General Meeting convened under 12(a), the meeting shall automatically adjourn to re-convene at the same time seven days later and shall proceed with or without a quorum.
 - (ii) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for a General Meeting convened under 12(b), the meeting shall automatically lapse.

13. General Provisions for General Meetings

- (a) General Meetings may take place:
 - (i) where the Members are physically present together; or
 - (ii) where the Members are able to communicate by using any technology that reasonably allows the Member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the Member in the General Meeting must be made known to all other Members.
- (b) A Member who participates in a meeting as set out in Section 13(a)(ii):
 - (i) is deemed to be present at the General Meeting; and
 - (ii) continues to be present at the meeting for the purposes of establishing a quorum;until the Member notifies the other Members that he or she is no longer taking part in the General Meeting.

14. General Provision

- (a) No member shall be entitled to take any legal action against The Club (other than a claim for goods sold and delivered and services rendered) and must conform to the decisions of the Board and in the case of an appeal, to the decision of the General meeting to which he or she may appeal.
- (b) These rules shall be the rules of The Club and shall be binding on members.
- (c) The interpretation of these rules and any by-laws of The Club shall, unless set aside by a general meeting called for that purpose, be in the sole determination of the Board whose decision shall be binding on all members.
- (d) Correct accounts and books shall be kept showing the financial affairs of The Club and the particulars usually shown in books of accounts of a like nature.
- (e) The Clubhouse and other club facilities is to be provided and maintained from the joint funds of The Club and no person shall be entitled under these rules to derive any benefit or advantage from The Club which is not shared equally by every member thereof.
- (f) Section 14(e) does not prevent:
 - (i) the payment in good faith of remuneration to any officer, employee or Member in return for any services actually rendered to The Club or for goods supplied in the ordinary and usual course of business;

The Rules of the Association of Capel Golf Club

- (ii) the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the “Cash Rate Target” from time to time on money borrowed from any Member;
- (iii) the payment of reasonable and proper rent by The Club to a Member for premises leased by the Member to The Club; or
- (iv) the reimbursement of expenses incurred by any Member or any Board Member on behalf of The Club.
- (v) the reimbursement of a Board Member’s travelling and other expenses as properly incurred:
 - 1. in attending Board Meetings or sub-committee meetings;
 - 2. in attending any General Meetings of The Club; and
 - 3. in connection with The Club’s business.
- (vi) The payment of an honorarium to Board Members as determined by members by special resolution at an Annual or Special General meeting.

15. Election of Office Bearers

- (a) The management of The Club shall be vested in a Board of Directors consisting of six (6) Board persons elected for a two (2) year term with half of the Board being elected each year.
- (b) The annual election of officers shall be by secret ballot at each Annual General Meeting in the presence of a returning officer and two scrutineers elected by the voting members present at such meeting.
- (c) Nominations for three (3) individual positions on the Board must be in writing signed by the proposer and nominee on the form provided by The Club placed on the noticeboard, not less than seven days before the Annual General Meeting. The nominations shall be exhibited on the notice board at least three days prior to the said meeting.
- (d) All candidates for election as a Director must be nominated by two (2) Full Members of The Club (except in the case of Director of House and Director of Intermediates where nominations may be by two (2) Intermediate Members).
- (e) In case no more than the required number of officers shall be nominated, those so nominated shall be declared elected.
- (f) If there shall be insufficient nominations to fill the whole of the vacancies of the list of officers, nominations will be accepted from the floor at the Annual General Meeting. If two (2) or more nominations received, then a ballot will be conducted as set out in Rule 15 (b).
- (g) If there are insufficient nominations to fill the vacancies, the Board shall have power to fill the vacancies and any casual vacancies that may occur.

16. Procedures at General Meetings

- (a) The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules.
- (b) All Notices of Motion for consideration at the Annual Meeting must be handed to the General Manager in writing no less than 14 days prior to the date set for said meeting and posted on the notice board at The Club for 7 days before the meeting.

The Rules of the Association of Capel Golf Club

17. The Board of Directors & Terms

- (a) The management of The Club shall be vested in a Board of Directors consisting of;
 - (i) Chairperson of Directors, also known as The President of the Club, who shall also be Director of Public Relations
 - (ii) Director of Match who shall also be The Club Captain
 - (iii) Director of Course
 - (iv) Director of House
 - (v) Director of Finance, also known as the Treasurer of the Club; and
 - (vi) Director of Intermediates
- (b) The quorum at all Board meetings shall be four (4) Directors.
- (c) Board meetings shall be held monthly. Special meetings may be called by the Chairperson, General Manager or on the request of three members of the Board.
- (d) If, without satisfactory explanation, any Board person shall be absent from three consecutive Board meetings, his/her office shall be terminated forthwith unless the disqualification shall be dispensed with on a resolution of the Board.
- (e) No member of the Board shall be held to have resigned his/her seat until his/her resignation, in writing, has been accepted by the Board.
- (f) Any vacancy occurring in the Board may be filled at a meeting of the Board when a member may be elected to fill such a vacancy until the next election provided the member elected at such Board meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.
- (g) The Chairperson shall preside at all meetings of the Board. Should the Chairperson not be present, the meeting shall elect a Chairperson. The Chairperson will have a deliberate vote only. All resolutions of the Board shall be decided by a majority vote of all those present. The Chairperson or, in his/her absence, the acting Chairperson and the General Manager shall be authorised to speak on behalf of The Club.
- (h) The Board determines that the distribution of Board Meetings minutes shall be within one week, to;
 - (i) Board members via email and,
 - (ii) Members via Notice board posting.
- (i) Any act performed by the Board, a sub-committee or a person acting as a Board Member is deemed to be valid even if the act was performed when:
 - (i) there was a defect in the appointment of a Board Member, subcommittee or person holding a subsidiary office; or
 - (ii) a Board Member, a sub-committee member or a person holding a subsidiary office was disqualified from being a Board/sub-committee Member as per Section 20(g) or 20(h) as a result of bankruptcy or conviction of a relevant criminal offence.

18. Ceasing to be a member of the Board

- (a) A casual vacancy occurs in the office of a Board Member and that office becomes vacant if the Board Member:
 - (i) dies;
 - (ii) ceases to be a Member;
 - (iii) becomes disqualified from holding a position under Section 20(g) or 20(h) as a result of bankruptcy or conviction of a relevant criminal offence;

The Rules of the Association of Capel Golf Club

- (iv) becomes permanently incapacitated by mental or physical ill-health;
- (v) resigns from office under 17(e);
- (vi) is absent from more than:
 - 1. three consecutive Board Meetings without a good reason; or
 - 2. three Board Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Board Meetings,
- (vii) Is removed from office under by resolution at a General Meeting of The Club if a majority of the Members present and with voting rights at the meeting vote in favour of the removal.
 - 1. The Board Member who faces removal from the Board must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the Member should not be removed from his or her position on the Board.
 - 2. If all Board Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Board.
 - 3. The interim Board must, within two months, convene a General Meeting of the Association for the purpose of electing a new Board.

19. Powers of the Board

- (a) The business of The Club shall be managed by the Board, who may exercise all powers of The Club except those required to be exercised by The Club at a General Meeting.
- (b) Without prejudice to the powers conferred by the last preceding rule, the Board shall, subject to the by-laws, have power to do the following things:
 - (i) To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.
 - (ii) To determine from time to time the conditions on which and time when, members may use the property of The Club or any part or parts thereof, and when and under what conditions the premises of The Club or any part or parts thereof, shall be used by members.
 - (iii) To determine what person (if any) not being members of The Club shall be permitted to use the premises of The Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
 - (iv) To appoint any officials or servants of The Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to a paid position, as General Manager, shall be engaged under a contract, award or classification of work in the Registered and Licensed Clubs Award (2010) and its amendments.
 - (v) To delegate (subject to such conditions as it thinks fit) any of its powers to sub-committees consisting of such members of the Board and other members of The Club co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such sub Boards as may be thought desirable.

The Rules of the Association of Capel Golf Club

- (vi) To regulate and control their own meeting and the transaction of business.
- (vii) To reimburse expenses of any servant of The Club for faithful and diligent service as deemed fit.
- (viii) In accordance with the rules, to suspend, or expel any member.
- (ix) To enter into or accept any lease or tenancy of the premises where on The Club shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of The Club on such terms and on such conditions as The Club, may deem expedient.
- (x) To take and defend all legal proceedings by or on behalf of The Club and to appoint all necessary Attorneys for any such purpose.
- (xi) To borrow, raise or secure the payment of money, and to sell and dispose of the assets of The Club up to the value of 15% of budgeted annual gross revenue.
- (xii) To make, alter and repeal by-laws consistent with these rules and regulations towards the use and management of The Club premises, the admission of members and the conduct of The Club and its affairs generally.
- (xiii) To do and perform any other act, matters and things in connection with or relative to the management of The Club as shall not by these rules require to be done by The Club in General Meetings.
- (xiv) To appoint such number of delegates to sporting bodies and associations with which The Club may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.
- (xv) Every member of the Board shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by him/her in good faith on behalf of the Board and the Board may use the funds of The Club for any such purpose required, together with any reasonable expenses incidental to Board activities.

20. Role and Responsibilities of Board Members

(a) Obligations of the Board

- (i) The Board must take all reasonable steps to ensure The Club complies with its obligations under the Act and these Rules.

(b) Responsibilities of Board Members

- (i) A Board Member must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- (ii) A Board Member must exercise his or her powers and discharge his or her duties in good faith in the best interests of The Club and for a proper purpose.
- (iii) A Board Member or former Board Member must not improperly use information obtained because he or she is a Board Member to:
 - 1. gain an advantage for himself or herself or another person; or
 - 2. cause detriment to The Club.
- (iv) A Board Member or former Board member must not improperly use his or her position to:

The Rules of the Association of Capel Golf Club

1. gain an advantage for himself or herself or another person; or
 2. cause detriment to The Club.
- (c) A Board Member having any material personal interest, i.e.: financial or non-financial interests, in a matter being considered at a Board Meeting must:
- (i) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Board;
 - (ii) disclose the nature and extent of the interest at the next General Meeting of The Club; and
 - (iii) not be present while the matter is being considered at the Board Meeting or vote on the matter.
- (d) Section 20(c) does not apply in respect of a material personal interest that:
- (i) exists only because the Board Member belongs to a class of persons for whose benefit The Club is established; or
 - (ii) the Board Member has in common with all, or a substantial proportion of, the members of The Club.
- (e) The General Manager must record every disclosure made by a Board Member under Section 20(c) in the minutes of the Board Meeting at which the disclosure is made.
- (f) No Board Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of The Club unless the person is authorised by the Board to do so and such authority is recorded in the minutes of the Board Meeting.
- (g) No person shall be entitled to hold a position on the Board if the person has been convicted of, or imprisoned in the previous five years for:
- (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - (iii) an offence under Part 4 Division 3 or section 127 of the Act;
- unless the person has obtained the consent of the Commissioner.
- (h) No person shall be entitled to hold a position on the Board if the person is, according to the Interpretation Act section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.
- (i) As soon as is practicable after a person has ceased to be a member of the Board, all relevant documents, records and security items (including passwords and keys) must be delivered to a member of the Board within one week.

21. Chairperson

- (a) The Chairperson:
- (i) must consult with the General Manager regarding the business to be conducted at each Committee Meeting and each General Meeting
 - (ii) may convene special meetings of the Committee under Section 17(c)
 - (iii) may preside over Committee Meetings under Section 17(g)
 - (iv) may preside over General Meetings under Sections 11 and 12; and

The Rules of the Association of Capel Golf Club

- (v) must ensure that the minutes of a General Meeting or Committee Meeting are reviewed and signed as correct

22. General Manager

- (a) The General Manager must:
 - (i) co-ordinate the correspondence of The Club;
 - (ii) consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Board Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
 - (iii) keep and maintain in an up to date condition the rules of The Club and any by-laws of The Club;
 - (iv) maintain the register of the Members including the email, street, postal address or information by means of which contact can be made of each member;
 - (v) update the register within 28 days of new members, members resigning, members suspended/expelled and in the latter case, include date in which member ceases and reasons for cessation of membership.
 - (vi) maintain the record of office holders of The Club.
 - 1. Board Members may nominate a business address, post office box address or email address to be used in the record in place of their personal address;
 - (vii) ensure the safe custody of the Books, with the exception of the Accounting Records, of The Club;
 - (viii) keep full and correct minutes of Board Meetings for approval at the next Board meeting, which will then be stored and distributed as per Section 17(h).
 - (ix) keep full and correct minutes of General Meetings, which will be distributed to all members within 14 days of the General Meeting via Notice Board posting and will be tabled for adoption at the next General Meeting; and
 - (x) perform any other duties as are imposed by these Rules or The Club on the General Manager.
- (b) The General Manager shall be appointed by the Board under such terms and conditions as laid down by the Board to carry out such duties as the Board from time-to-time directs including that of Secretary of all Board Meetings.
- (c) The General Manager shall have the custody of the Official Seal and all documents, with the exception of the Accounting records, belonging to The Club and shall ensure that full and correct Minutes of all Resolutions and proceedings of Board and General Meetings of The Club be maintained.
- (d) The General Manager shall maintain a record of all competitions of The Club and ensure that a register of members of The Club for the time being shall be maintained in The Club premises.
- (e) The General Manager shall ensure that The Club complies with all requirements of The Act and maintain its licence to sell liquor.
- (f) The General Manager shall at all times be responsible to the chairperson of Directors.
- (g) The General Manager shall be an Ex-Officio Member of the Board without voting rights.

The Rules of the Association of Capel Golf Club

23. Treasurer

- (a) The Treasurer, referred to as the Director of Finance, must:
 - (i) ensure all moneys payable to The Club are collected, and that receipts are issued for those moneys in the name of The Club;
 - (ii) ensure the payment of all moneys referred to in Section 23(a)(i) into the account or accounts of The Club as the Committee may from time to time direct;
 - (iii) ensure timely payments from the funds of The Club with the authority of a General Meeting or of the Committee, with all cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of The Club signed by either:
 - 1. Two committee members; or
 - 2. one committee member and a person authorised by the committee
 - (iv) ensure that The Club complies with the account keeping requirements in Part 5 of the Act;
 - (v) ensure the safe custody of the Financial Records of The Club and any other relevant records of The Club;
 - (vi) Coordinate the preparation of the financial statements or financial report, as imposed on The Club under Part 5 of the Act, prior to their submission to the annual general meeting of The Club;
 - (vii) assist the auditor in performing their functions; and
 - (viii) perform any other duties as are imposed by these Rules or The Club on the Treasurer.

24. Financial Transactions

- (a) All payments of more than \$5000 require the approval of the Director of Finance.

25. Sub-Committees

- (a) The Board may delegate any of its powers to Sub-Committees consisting of such Members as it thinks fit, provided that no act of any Sub-Committees shall be binding on the Board or Club until ratified by the Board. Such Sub-Committees must report to and be responsible to the Board.
- (b) The Chair must be an existing member of the Board.

26. Auditors

- (a) There shall be an Auditor, not a member of the Board, who shall be elected at the Annual General Meeting.
- (b) Such Auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of The Club.
- (c) The Auditor shall be entitled to receive such remuneration as the Board may from time to time determine.
- (d) The Auditor need not necessarily be a member of The Club.
- (e) If any casual vacancy occurs in the office of any Auditor appointed by The Club, the Board should fill the appointment until the next Annual General Meeting.

The Rules of the Association of Capel Golf Club

27. Alteration and Repeal of Rules

- (a) No repeals of any existing rules and no new rules or alteration, amendments or suspensions of a rule shall be valid unless a motion therefore is carried by a three quarters majority of members present and voting at a General or Special General Meeting.
- (b) Notices of motions to repeal, alter or suspend any rule shall be given to the General Manager at least 21 days preceding the Annual or Special General Meeting at which the motion shall be presented. The General Manager shall exhibit the proposal on The Club notice board at least fourteen days prior to such meeting.
- (c) Within one month after the making of any amendment or addition to the rules of The Club, passed by special resolution, the Board of Directors shall submit the required documents to the Commissioner. No effect will be given to the amendments without the approval of the Commissioner.

28. Suspension or Expulsion of Members

- (a) The Board shall have the power to reprimand, fine, suspend or expel any member of The Club.
- (b) The Chairperson, Board or General Manager in receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Control Act or unacceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under clause 28(e) can be taken.
- (c) The Board is required to exempt any member of that Board from hearing a charge in which he/she has an interest.
- (d) The Board shall apply the power to reprimand, fine, suspend or expel any member of The Club who:
 - (i) Fail in the observance or commit any breach of any rule of The Club, or any by-law of The Club or of any order or direction of the Board of Directors or of any General Meeting.
 - (ii) In the sole judgement of the Board of Directors have been guilty in or out of The Club's premises of any act, conducted matter or thing calculated to bring discredit on The Club or its members, or to impair or affect the enjoyment of The Club by other members.
- (e) Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Board of Directors, who shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, apply a penalty of suspension from all or any of the privileges of membership. If the Board of Directors consider that on a charge of gross misconduct, suspension as above is insufficient, they may call on the member to resign, and if he/she neglects to resign within 10 days they may declare him/her to be expelled.
- (f) If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and determination will be made at the hearing.

The Rules of the Association of Capel Golf Club

- (g) Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Board with no less than seven (7) days' notice.
 - (i) If a Member is suspended or expelled under Section 28(d), the person may appeal the Board's decision through a Special General Meeting by giving written notice to the General Manager within fourteen (14) days of receiving notice of the Board's decision under Section 28(d).
- (h) Members are not permitted to have legal representation attend any disciplinary matters but may bring another member to act in a support capacity only.
- (i) If a Member's membership is suspended under Section 28(d), the General Manager must record in the Register:
 - (i) the name of the Member that has been suspended from membership;
 - (ii) the date on which the suspension takes effect; and
 - (iii) the length of the suspension as determined by the Board under Section 28(d)
- (j) During the period a member's membership is suspended, the member —
 - (i) loses any rights (including voting rights) arising as a result of membership;
 - (ii) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Club; and
 - (iii) Cannot attend the club as a Guest of a member, unless prior written authorisation is received by the Board.
- (k) Upon the expiry of the period of a Member's suspension, the General Manager must record in the Register that the Member is no longer suspended.
- (l) If the Board's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Board or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Section 28(d), is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.

29. Resolving Disputes

(a) Disputes Arising under the Rules

- (i) Section 29 (a) applies to:
 1. Disputes between Members; and
 2. Disputes between The Club and one or more Members that arise under the rules or relate to the rules of The Club. This does not include disciplinary matters undertaken with club members, which are covered only under Section 28 of The Club constitution.
- (ii) The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.
- (iii) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the General Manager of the parties to, and details of, the dispute.
- (iv) The General Manager must convene a Board Meeting within twenty-eight (28) days after the General Manager receives notice of the dispute under Section 29(a)(iii) for the Board to determine the dispute.
- (v) At the Board Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.

The Rules of the Association of Capel Golf Club

- (vi) The General Manager must inform the parties to the dispute of the Board's decision and the reasons for the decision within seven (7) days after the Board Meeting referred to in Section 29(a)(v).
- (vii) If any party to the dispute is dissatisfied with the decision of the Board, they may elect to initiate further dispute resolution procedures as set out in the Rules.

(b) Mediation

- (i) Section 29 (b) applies:
 - 1. where a person is dissatisfied with a decision made by the Board under section 29(a) or
 - 2. where a dispute arises between a Member or more than one Member and The Club and any party to the dispute elects not to have the matter determined by the Board.
- (ii) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 29(a)(ii), or a party to the dispute is dissatisfied with a decision made by the Board under Section 29(a)(vii) a party to a dispute may:
 - 1. Provide written notice to the General Manager of the parties to, and the details of, the dispute;
 - 2. Agree to, or request the appointment of, a mediator.
- (iii) Party, or parties requesting the mediation must pay the costs of the mediation.
- (iv) The mediator must be:
 - 1. a person chosen by agreement between the parties; or
 - 2. in the absence of agreement:
 - a. if the dispute is between a Member and another Member – a person appointed by the Board; or
 - b. if the dispute is between a Member or more than one Member and The Club, the Board or a Board Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.
- (v) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- (vi) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (vii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- (viii) The mediator, in conducting the mediation, must:
 - 1. give the parties to the mediation process every opportunity to be heard;
 - 2. allow all parties to consider any written statement submitted by any party; and
 - 3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (ix) The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation

The Rules of the Association of Capel Golf Club

cannot be used in any other legal proceedings that may take place in relation to the dispute.

(b) Inability to Resolve Disputes

- (i) If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

30. Liquor Act

- (a) The Club will maintain a club license under the current Liquor Act and its amendments.
- (b) The Club shall ensure a Duty Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.
- (c) The Club shall be open for sale of liquor during such hours as The Board shall from time to time determine and as permitted under the Liquor Act.
- (d) No liquor shall be sold or supplied to any juvenile.
- (e) The Club may allow visitors into the premises, as per the requirements of the Liquor Act.
 - (i) Visitors shall not be entitled to be present at any meeting of the members of The Club, nor have any right, title or interest in or to any of the property of The Club.
 - (ii) Visitors will be subject to withdrawal by any club official, including bar persons, acting on the best interests of The Club.
 - (iii) an up-to-date register of visitors must be continually available for inspection at The Club premises by authorised officers.
- (f) No liquor shall be sold or supplied for consumption other than on The Club's premises, unless the member purchasing it removes such liquor from the premises of The Club.
- (g) The Club may seek an Extending Trading Permit – Associations to add local Associations as users of The Club facility to hold their functions.

31. Common seal

- (a) The Club shall have a common seal, which shall be kept in the custody of the General Manager and shall not be affixed to any document except by the authority of The Board and in the presence of one member of the Board.
- (b) Any document to which the seal is affixed shall be countersigned by the General Manager or an officer appointed by the Board of Directors for that purpose.
- (c) The Club may execute a document without using a Common Seal if the document is signed by:
 - (i) any two Board Members; or
 - (ii) one Board Member and a person authorised by the Board.

32. Dissolution of The Club

- (a) The Club may cease its activities and have its incorporation cancelled in accordance with Part 10 of the Act:
 - (i) after the Board has determined The Club is able to pay or meet its debts and liabilities; and

The Rules of the Association of Capel Golf Club

- (ii) the Members resolve by Special Resolution that The Club will:
 - 1. apply to the Commissioner for cancellation of its incorporation; or
 - 2. appoint a liquidator to wind up its affairs
- (b) The Club shall be wound up in accordance with Part 9 of the Act if:
 - (i) the Board has determined The Club is unable to pay or meet its debts and liabilities; or
 - (ii) the Board or members determine by special resolution to wind up The Club as a result of financial difficulty resulting in or from:
 - 1. being party to any current legal proceedings; or
 - 2. any other outstanding legal obligations
- (c) Upon cancellation of The Club, the Surplus Property must only be distributed to one or more of the following:
 - (i) an incorporated association under the Act;
 - (ii) a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;
 - (iii) a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth);
 - (iv) a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);
 - (v) a body corporate that:
 - 1. is a member or former member of The Club; and
 - 2. at the time of the Surplus Property is distributed, has rules that prevent the property being distributed to its members;
 - (vi) a trustee for a body corporate referred to in Section 30(c)(v); or
 - (vii) a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.