

**THE WEST LAKES GOLF CLUB INCORPORATED**  
**FROM 2011**  
**Previously THE RIVERSIDE GOLF CLUB INCORPORATED**  
**(Incorporated 1958)**

**CONSTITUTION**

1. **NAME**

The name of the Club is "The West Lakes Golf Club Incorporated". (Hereinafter referred to as the Club).

2. **OBJECTS**

The objects of the Club are:

- a) To promote the game of golf and other athletic sports and pastimes.
- b) To make and carry into effect arrangements or agreements for the acquisition or leasing of land from the Crown or any other party.
- c) To provide facilities for the Members for playing golf and other athletic sports and pastimes.
- d) To promote and engage in activities which foster the well being of the Club and its Members, and to establish any facilities which the Club or Board thereof deems necessary to fulfil such purposes.

3. **POWERS**

- a) The Club shall have all the powers conferred by Section 25 of the Associations Incorporation Act 1985 as amended save and except such modifications and exclusions as are herein specified.
- b) The Club shall have the following powers in addition to and without limitation of any powers conferred by law.
  - i) To purchase, take on lease, in exchange, or otherwise, any lands, buildings, easements, or property, real or personal, which may be required for the purpose of or conveniently used in connection with any of the objects of the Club, and to sell demise, mortgage, give in exchange or dispose of the same or any part or parts thereof from time to time and to grant easements in, through over or upon any land and to acquire easements or other rights over any land.
  - ii) To hire, employ, appoint, remove, retire, superannuate or control the management and administration of the property of the Club and to determine their wages, salaries or other remuneration, gratuities or pensions.
  - iii) To promote and hold either alone or jointly with any other association, clubs or persons, golf meetings, competitions, and matches and to offer, give and contribute towards prizes, medals and other awards, and to promote and give support to dinners, balls, concerts and other entertainment.
  - iv) To establish, promote or assist in promoting or establishing and to subscribe to or become a member of or associated or amalgamated with any other association or club whose objects are similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club, and to join or become a member of any authority, organisation, association or union controlling golf in South Australia for the time being.
  - v) To invest and deal with any monies of the Club upon such security and in such manner as may from time to time be determined by the Board of the Club.
  - vi) To promote and hold either alone or jointly with any other associations, clubs or persons, social, recreation or sporting activities.
  - vii) To apply to any Government Department, Local Council, Statutory Authority or other similar agency for money, or resources of any kind whatsoever including the grant of loans and buildings.
  - viii) To borrow or raise money with or without the giving of security and particularly by the issues of or upon bonds, debentures, bills of exchange, promissory notes, or securities of the Club or by mortgage or charge upon all or any part of the property of the Club.
  - ix) To support and subscribe to any charitable institution or organisation.
  - x) To establish and contribute to a superannuation provident and benefit fund providing for retiring pensions, lump sum payments and other benefits for persons employed by the Club.

- xi) To apply for and hold licences, permits and such other authorisations for the benefit of the Members of the Club.
- xii) To build, construct, convert extend and maintain buildings or structures on land used or part of the property used, leased or owned by the Club.
- xiii) To do all such other things as are incidental or conducive to the attainment of the above objects.
- xiv) To publish periodicals, newsletters and club magazines.

#### 4. **INTERPRETATIONS**

- a) Unless the contrary intention appears in the Constitution “the Club” means The West Lakes Golf Club Incorporated.
  - b) “The Board” means the Board of Directors of the Club elected in accordance with this Constitution and “Director” means a member of the Board.
  - c) “Clubhouse” means the whole of the building which houses the Members’ locker rooms, dining room, bars, lounges, foyer and office, and other areas within the confines thereof.
  - d) “Constitution” means the Constitution of The West Lakes Golf Club Incorporated.
  - e) “Entrance Fee” means the fee paid by way of admission to the Club.
  - f) “Masculine” includes “feminine” and vice versa where the context permits.
  - g) “Old Constitution” means the Constitution of The West Lakes Golf Club Incorporated immediately preceding this Constitution.
  - h) “Corporate Member” means a person or organisation whether incorporated or not, approved by the Board as a Corporate Member and has paid the appropriate entrance fee and subscription.
  - i) “Subscription” means the fee paid annually or part thereof, as the case may be, by a Member of the Club.
  - j) Words importing the singular include the plural and vice versa where the context permits.
  - k) Where the context requires a reference to a Special General Meeting shall be deemed to include a reference to an Annual General Meeting and vice versa.
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- l) A Country Golf Club is a Golf Club located:
    - (i) within South Australia but outside a radius of 100 kilometres from the West Lakes Golf Club Incorporated; or
    - (ii) on Yorke Peninsula, and registered with the State Golf Association.
  - m) A registered Golf Club is a Golf Club registered with the Australian Golf Union or a State Golf Association.
  - n) A Business may be a Company registered with the Australian Securities and Investment Commission; and or a Partnership or a Sole Trader.
  - o) A reference to any legislation includes all amendments to it and any legislation enacted in substitution for it and all statutory instruments issued under it and in force.
  - p) If an association, body or authority, statutory or not, (“body”) ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other body, a reference to that body means the body established or constituted in its place or that undertakes the powers or functions previously undertaken by that body (or substantially the same powers and functions as those powers and functions).

#### 5. **NO PROFIT CLAUSE**

The income and property of the Club shall be applied solely towards the promotion of the objects of the Club and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members or relatives of Members of the Club provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Club in return for any services actually rendered to the Club or reasonable and proper rental for premises let by any Member of the Club.

#### 6. **MEMBERSHIP**

The Membership of the Club shall consist of the following categories:

- a) **Honorary Life Members**
  - i) Honorary Life Members shall have voting rights.
  - ii) Honorary Life Members shall have full playing rights except when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- b) **Honorary Members**
  - i) Honorary Members shall have no voting rights.
  - ii) Honorary Members shall have full playing rights except when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- c) **Category A and No Entrance Fee 7 Day Members**

- i) Category A Members shall have voting rights.
  - ii) No Entrance Fee 7 day members shall have voting rights after two years.
  - iii) Category A and No Entrance Fee 7 day members shall have full playing rights except when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- d) **Category B, No Entrance Fee 6 Day and 9 Hole Members**
  - i) Category B Members shall have voting rights.
  - ii) No Entrance Fee 6 day members and 9 Hole members shall have voting rights after two years.
  - iii) Category B, No Entrance Fee 6 day and 9 Hole members shall have full playing rights except on any Saturday or when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- e) **Category C and No Entrance Fee 5 Day Members**
  - i) Category C Members shall have voting rights.
  - ii) No Entrance Fee 5 day members shall have voting rights after two years.
  - iii) Category C and No Entrance Fee 5 day members shall have full playing rights except on any Saturday or Sunday or when a competition for the opposite sex is being conducted and at such other times as determined by the Board. The Board may approve, in special circumstances, a 5 day member playing in approved Sunday club social events.
- f) **Veteran Members**
  - i) Veteran Members shall have voting rights.
  - ii) Veteran members shall have full playing rights except on any Saturday or when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- g) **Pensioner Members**
  - i) Pensioner Members shall have voting rights.
  - ii) Pensioner Members shall have full playing rights except on any Saturday or Sunday or when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- h) **Junior Members**
  - i) Junior Members shall be persons between the age of ten years and twenty years inclusive.
  - ii) Junior Members shall have no voting rights.
  - iii) Junior Members shall have playing rights on any Saturday as determined by the Board and at other times full playing rights except when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
  - iv) Junior Members upon attaining the age of twenty-one years may apply to be admitted as Category A, B or C Members and shall be granted such category of Membership as determined by the Board.
- i) **Country Members**
  - i) Country Members shall have no voting rights.
  - ii) Country Members shall have playing rights at such times as determined by the Board; and
  - iii) Country Members shall not be permitted to participate in any club championship.
- j) **Interstate Members**
  - i) Interstate Members shall have no voting rights.
  - ii) Interstate Members shall have full playing rights except when a competition for the other sex is being conducted and at such other times as determined by Board.
  - iii) Interstate Members shall not be permitted to participate in any club championship.
- k) **Country Junior Members**
  - i) Country Junior Members shall be persons between the age of ten years and twenty years inclusive.
  - ii) Country Junior Members shall have no voting rights.
  - iii) Country Junior Members shall have playing rights at such times as determined by the Board.
  - iv) Country Junior Members upon attaining the age of twenty-one years may apply to be admitted as Country Members.
  - v) Country Junior Members shall not be permitted to participate in any club championship.

l) **Social Non Playing Members**

- i) Social Non Playing Members shall have no voting rights.
- ii) Social Non Playing Members shall have Membership rights in the Clubhouse.
- iii) Social Non Playing Members may play golf under the rules and conditions set out from time to time by the Board.
- iv) Any member electing to transfer from a membership category with playing rights to the category of social non-playing member will be deemed to have resigned from club membership, forfeited all status to future playing membership and have joined the club as a social non-playing member. Re-instatement to any category of playing membership will require a new application for future membership pursuant to paragraph 7 of this Constitution.

m) **Corporate Membership**

- i) Corporate Members shall have no voting rights.
- ii) Corporate Members shall have full playing rights except when a competition for the opposite sex is being conducted and at such other times as determined by the Board.
- iii) There shall be no more than fifteen Corporate Members.

n) **Such other categories as the Board may decide.**

- o) The categories of Membership as above in this Constitution shall apply to any person admitted as a Member from the date of adoption of this Constitution and to existing Members as from the date of being transferred to another category of Membership under the old constitution.
- p) The number of Members in each category of Membership shall be determined by the Board.
- q) Transfers from Category C to Category B and from Category B to Category A will be from a waiting list of applications that shall be based on order of length of waiting time. Any applicant refusing to accept transfer when offered will be placed at the bottom of the waiting list.
- r) The Board may transfer no more than three Members in any one financial year from Category C or Category B to Category A without having regard to the waiting list.
- s) All applications for transfer of Membership from one category to another must be in writing and such transfer shall be at the sole discretion of the Board.
- t) On receipt of an application in writing, stating the reasons therein, the Board shall have the power to grant a holding membership for all or part of a membership year or for such other period as determined by the Board with conditions and fee for such membership being determined at the sole discretion of the Board.
- u) The Board may at its discretion for special occasions or otherwise, extend or vary the times or days of playing rights allotted to all grades of Membership.

7. **ADMISSION OF MEMBERS**

- a) Every applicant for admission shall accurately complete the application form provided.
- b) The Board, at its sole discretion, shall approve the admission of applicants and three adverse votes shall exclude the applicant from Membership.
- c) Any Member wishing to object to a newly admitted member may do so in writing to the Manager, within 30 days of admission stating the reason for objection and such objection shall be considered by the Board.
- d) When admission to Membership is from a waiting list of applications that admission shall be based on order of length of waiting time. Any applicant refusing to accept playing Membership when offered shall be placed at the bottom of the waiting list.
- e) Each applicant shall be notified of the category of Membership to which admission has been approved.
- f) On admission the applicant shall be provided with a printed copy of the Constitution.
- g) When the Board has approved the applicant's application for admission the applicant shall be furnished with an account showing the entrance fee, subscription and such other financial commitments which Membership entails and upon payment of same shall be admitted as a Member of the club.
- h) An applicant admitted to a category of Membership is entitled to all rights and privileges of that category of Membership.
- i) An applicant whose application for admission has been refused shall not be eligible to reapply for Membership until twelve calendar months has elapsed from the date of such rejection.
- j) Honorary Life Members

On the recommendation of the Board a Member of the Club may be elected an Honorary Life Member, in consideration of their outstanding services rendered to the Club, by a three quarters majority of those present with voting rights at an Annual General Meeting. Every Honorary Life Member shall during the currency of their Honorary Life Membership be entitled to all the privileges and playing rights of a Category A Member of the Club without payment of the annual subscription.

- k) Honorary Members  
The Board may invite a person, other than a Member, as distinguished by that person's particular office, to be an Honorary Member of the Club during the term of that particular office.
- l) Eminent Members  
The Board may admit not more than three persons to be Eminent Members in any one financial year as Category A Members on the payment of the prescribed fees.
- m) Veteran Members  
The following Members may be granted Veteran Membership
  - i) total Membership under Category A or B exceeds twenty years and is aged sixty-five or greater or
  - ii) whom the Board feels to have extenuating circumstances.
- n) Pensioner Members  
Any Member whose total Membership under Category A or B exceeds twenty years or such length of service as the Board may decide, and is in receipt of aged, invalid or service pension may be granted Pensioner Membership.
- o) Junior Members  
On attaining the age of twenty-one years Junior Members shall pay:
  - i) the balance of the entrance fee that applies to the category of Membership granted by the Board from the entrance fee applicable in the year they became a Junior Member.
  - ii) Such debentures and other fees that apply at the time.
  - iii) the subscription fee that applies to the category of Membership granted by the Board.
- p) Country Members (including Country Junior Members).
  - i. Any person permanently residing:
    - outside a radius of 100 kilometres from the West Lakes Golf Club Incorporated; or
    - on Yorke Peninsula,
 and who is a financial Member of a Country Golf Club may apply to become a Country Member and may be granted Membership on the payment of the prescribed Entrance Fee and Subscription.
  - ii. Should any Country Members reside within a radius of 100 hundred kilometres from the West Lakes Golf Club Incorporated and not on Yorke Peninsula for a total period of three calendar months in any one year, they shall cease to be Country Members but may on application to and at the discretion of the Board be granted Membership in a category as determined by the Board on payment of the difference between Country Membership subscription and the subscription and entrance fee for a Membership category as determined by the Board.
  - iii. Any Member of the Club (other than a Social Non Playing Member or a Country Member) who, having previously resided permanently within a radius of 60 kilometres from the West Lakes Golf Club Incorporated, has ceased to so reside, and who is a financial member of a Golf Club that is located within South Australia but outside that 60 kilometre radius, may, on application to and at the discretion of the Board, be granted Membership in a category as determined by the Board pursuant to clause 6(n), on payment of the subscription fee for such Membership category as determined by the Board.
- q) Interstate Members
  - i) Persons resident in another State being Members of a registered Golf Club in that State, may be admitted as Interstate Members on payment of the prescribed entrance fee and subscription.
  - ii) Should any Interstate Members reside within the State of South Australia for a total of more than three calendar months in any one year, they shall cease to be Interstate Members but may on application to and at the discretion of the Board be granted Membership in a category as determined by the Board on payment of the difference between Interstate Membership subscription plus entrance fee and subscription plus entrance fee for the Membership granted.

- r) Corporate Members
  - i. A Business may nominate one person to be considered as a Member of the Club and the Board may at its discretion admit that person as a Corporate Member.
  - ii. A Corporate Member in addition to the entrance fee and subscription, shall pay the sum of one thousand five hundred dollars annually or such other amount as determined by the Board and this shall be credited to an account and all expenditure incurred by the Member in the Clubhouse and on the Course shall be debited against this account. A statement of this account shall be rendered as at the end of each month to the Corporate Member within thirty days of the account being rendered. Any amount in credit at the end of each twelve months shall belong to the Club.
  - iii. Subject to the approval of the Board, a business without additional cost in any financial year may cancel the nomination of the Corporate Member and nominate another person in that place and the Board shall in its discretion admit such person to Membership.
  - iv. The nominated Member whose Membership has been cancelled by the business shall thereupon cease to be a Member.
  - v. Corporate Membership will be reviewed and offered for renewal every three years at the discretion of the Board.
  - vi. A Corporate Member may apply for personal Membership in the usual way and when invited to join the club the Entrance Fee may be waived provided the Corporate Member has been a nominated person for three years. If the nominated person becomes eligible for Category A Membership then the business must nominate another person for the duration of the three year term.
- s) Temporary Members
 

The Board may admit the following persons to the Club as Temporary Members:

  - i) Persons who are Members of interstate, or international golf clubs and are residing temporarily in South Australia who have satisfied the conditions imposed by the Board.
  - ii) Persons participating in a golf competition being conducted on the course of the Club under the auspices of the Board.
  - iii) Persons who are members or guests of associations or corporate bodies which have been given permission by a resolution of the Board to conduct a tournament on the course of the Club.
  - iv) Members of golf clubs with which the Club has reciprocal agreements in respect of playing rights.
  - v) Persons who are permitted to use the course of the Club and who have paid the appropriate green fee.
  - vi) The Board may from time to time fix the amount payable as a green fee by the Temporary Member.
  - vii) The Board may refuse to admit a person to temporary Membership, cancel the temporary Membership of any person or suspend the temporary Membership of any person for any period and is not bound to give any reasons for so doing.

## 8. **CESSATION OF MEMBERSHIP**

- a) A member may at any time, by giving notice in writing to the Manager, resign Membership of the Club but shall continue to be liable for any unpaid fess, subscription, charges and other amounts referred to in this Constitution.
- b) When a person ceases to be a Member of the Club whether by retirement, death, expulsion, failing to pay subscription, or otherwise, such person together with that person's executors, administrators and assigns shall forfeit all rights to or claim upon the Club or its property which that person would have had by reason of Membership.

## 9. **FINANCIAL YEAR**

The financial year of the Club shall be from the 1st October to the 30th September of the following year.

## 10. **APPLICATION FEE, ENTRANCE AND ANNUAL SUBSCRIPTIONS**

- a) Application and entrance fees together with any other fees, charges and levies shall be at such rates as shall from time to time be determined by the Board provided that annual subscriptions for all categories of membership shall not be increased by a movement greater than 5% above the movement in the Adelaide All Groups Consumer Price Index for the four quarters comprising the financial year ending

June 30<sup>th</sup> immediately prior to the end of the Club's financial year unless determined by the Club at its Annual General Meeting.

- b) The Board may at its discretion, determine whether any fee, subscription or charge referred to in sub-clause (a) may be paid by instalments and if so, the amount of each instalment, the amount of any surcharge to be added to any such instalment (not exceeding 10% of the amount of such instalment) and the date by which instalment (plus applicable surcharge, if any) is to be paid provided always that notwithstanding anything to the contrary contained in this Constitution:
- (i) if a Member resigns before paying all of such instalments (plus applicable surcharge, if any) all of the unpaid instalments (plus applicable surcharge, if any) shall immediately become due, payable and recoverable, and
- (ii) if a Member defaults in the payment by the due date of any such instalment (plus applicable surcharge, if any) shall immediately become due, payable and recoverable.
- c) Notwithstanding anything to the contrary contained in this Constitution, where any provision of this Constitution refers to the requirement ("Requirement") for a person ("Relevant Person") to make a payment of a certain amount and, pursuant to sub-clause (b), the Board has determined that amounts of that particular kind may be paid by instalments, and the Relevant Person wishes to pay that amount by instalments, then the Requirements shall be deemed to have been satisfied upon the Relevant Person entering into an agreement with the Club, in such form as the Club may require, pursuant to which the Relevant Person agrees to pay those instalments.
- d) Where any person proposed for Membership has lodged any money on account of application fee or annual subscription or otherwise, such monies may in the event of the person proposed not being admitted as a Member, be returned in full at the discretion of the Board.
- e) Subscriptions are due and payable on the first day of October each year (commencing 2005). Any Member intending to resign shall signify an intention to do so in writing to the Manager on or before the due date for payment of subscriptions or shall remain liable for the subscription for the following year. To effect the transition from a Membership financial year commencing on 1st March to a Membership financial year commencing on 1st October, pro-rata subscriptions will be payable for the period commencing 1st March 2005 and expiring 30th September 2005. The pro-rata subscriptions shall be at such rates as determined by the Board in accordance with clause 10(a) and are due and payable on 1st March 2005.
- f) Any persons elected as Members during the Membership financial year shall have their annual subscription or other fees determined by the Board on a pro-rata basis, but shall pay the full entrance fee applicable to their category of membership.

#### **11. CALLS**

The Board may make calls on any category of Members not exceeding the amount of one hundred dollars in any one financial year or such greater amount as determined by the Club at a Special General Meeting and the Board shall stipulate when a call shall be due and payable.

#### **12. LOAN BY MEMBERS**

- a) The Board may require any category of Membership to lend to the Club such sum of money as shall be determined at a Special General Meeting and upon such terms and conditions as shall be determined by the Members at that meeting provided that the repayment of such loan shall be secured by way of a Debenture Charge over the assets of the Club.
- b) If any Member fails to pay the amount of any loan as required by the Board, the Board may cancel that Member's Membership.
- c) Where a Membership has been cancelled the Board may upon the receipt of a written request from the Member and a satisfactory explanation for non-payment, readmit the Member to Membership upon payment of all amounts due.

#### **13. UNPAID SUBSCRIPTIONS**

- a) Any Member failing to pay subscriptions or calls within 30 days of the date shown on the account shall be sent a reminder notice including an interest charge as determined by the Board (provided that the rate of interest shall not exceed 10% per annum) and if the amended account is not paid within thirty days of the date shown on the reminder notice, the Member's name may be erased by the Board from the list of Members and thereupon he or she shall cease to be a Member of the Club and shall be liable for all amounts owing to the Club.



- b) The Board may at its discretion readmit any such Member to Membership upon payment of all arrears and interest on written request and satisfactory explanation.

**14. APPOINTMENT OF STAFF**

The Board may appoint a Manager who shall be the Public Officer of the Club and other employees for the efficient control, conduct, administration and management of the Club upon such terms and conditions as determined by the Board. The Board may from time to time appoint an Acting Manager and Public Officer during any absence of the holder of those offices.

**15. AUDITOR**

- a) There shall be an auditor who shall be elected at each Annual General Meeting.
- b) The auditor shall be a registered company auditor at the time of nomination and appointment.
- c) The auditor shall not be a Member of the Club.
- d) The auditor shall audit the accounts of the Club and shall have full access to all of the books, papers, accounts and documents relating to the affairs of the club for the purposes of the conduct of the audit.
- e) The auditor shall report to the Annual General Meeting on the accounts of the Club submitted to that meeting.
- f) The remuneration of the auditor shall be determined by the Board.
- g) The Board shall have the power to fill any vacancy of auditor for the balance of the financial year resulting from the death, resignation or other incapacity of the auditor.

**16. SEAL OF THE CLUB**

The Seal of the Club shall be under the control of the Board and shall only be affixed to a document in the presence of one Seal holder and the Manager, both of who shall countersign the document. There shall be three Seal holders who shall be Members of the Board appointed by the Board.

**17. MANAGEMENT**

The Club shall be managed by a Board of Directors elected in accordance with this Constitution.

**18. BOARD OF DIRECTORS**

- a) The business and general affairs of the Club shall be managed by a Board of Directors comprising the President, Vice-President, Captain, Director of Finance, Director of Grounds and Director of Women's Golf. A person is a Director by virtue of holding, and only for as long as he or she holds, one of those six offices, and is elected to the Board by being elected to one of those offices. A person may not hold more than one of those offices at the same time.
- b) Each Director must be a member with voting rights. For the purposes of this sub-clause (b), Medical Holding Membership in any category (but not Reserve Holding Membership) is to be treated as being eligible.
- c) Three Directors shall constitute a quorum for a meeting of the Board. Attendance at a Board meeting can be in person or by electronic means.
- d) The Board shall meet at least five times per year with no more than 75 days between any two meetings. Minutes of all resolutions and proceedings shall be entered in the Minute Book kept for that purpose.
- e) The Board may make or formulate such rules and policies as it considers necessary or convenient for the regulation of the conduct of golf and other activities of the Club. Copies of all such rules and policies shall be posted in the Clubhouse. The Board's determination of the meaning of such rules and policies shall be conclusive and binding on the Members.
- f) The Board shall ensure that proper records of the Club's financial affairs, the proceedings of all Annual General Meetings and Special General Meetings and the proceedings of all Sub-committees are maintained. Without limitation, the Board shall ensure that the Club complies with its obligations under section 39C of the Associations Incorporation Act 1985.
- g) To the extent permitted by law, Directors shall be entitled to be indemnified out of the assets for the time being of the Club against liabilities incurred by them in the proper exercise of the authorities, powers and discretions vested in them pursuant to this Constitution or by virtue of being a Director but shall not be entitled to any indemnity from the Members or any of them personally.
- h) All acts done by any meeting of the Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of

a person to be a Director or to act as a Director, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director.

**19. NO CLAUSE**

**20. SUBCOMMITTEES**

a) There shall be constituted the following Sub-committees:

- (i) A Finance Sub-committee, which shall comprise the Director of Finance (who, unless absent, will be chairperson), 5 elected Members and such additional Members as may be appointed from time to time under sub-clause (d).
- (ii) A Match Sub-committee, which shall comprise the Captain (who, unless absent, will be chairperson), 5 elected Members and such additional Members as may be appointed from time to time under sub-clause (d).
- (iii) A Grounds Sub-committee, which shall comprise the Director of Grounds (who, unless absent, will be chairperson), 5 elected Members and such additional Members as may be appointed from time to time under sub-clause (d).
- (iv) A Women's Sub-committee which shall comprise the Director of Women's Golf (who, unless absent, will be chairperson), and such additional Members as may be appointed from time to time under sub-clause (d).

The Board may from time to time delegate to such Sub-committees such of its powers and authorities as it may from time to time determine. A person is a member and the chairperson of the Finance, Match, Grounds or Women's Sub-committee by virtue of holding, and only for as long as he or she holds, the office of Director of Finance, Captain, Director of Grounds or Director of Women's Golf (as the case may be).

- b) The Board may from time to time appoint such additional Sub-committees as it considers necessary or convenient for the proper management of Club activities and for that purpose may delegate to such Sub-committees such of its power and authorities as it may from time to time determine.
- c) A Sub-committee established under sub-clause (a) or (b) shall comprise only Members of the Club having voting rights.
- d) The members of the Finance, Match, Grounds or Women's Sub-committee may, with the approval of the Board, from time to time appoint additional Members of the Club to serve on the Sub-committee, and any Member so appointed may, unless subsequently elected to the Sub-committee, be removed at any time by the Board in its absolute discretion.
- e) A Member of the Club may serve on more than one Sub-committee (whether established under sub-clause (a) or (b)) concurrently.
- f) Unless otherwise provided in this Constitution, the constitution, operations and functions of all Sub-committees referred to in this clause shall be governed by policies and procedures made or formulated by the Board from time to time.
- g) The Board may dissolve any Sub-committee appointed under sub-clause (b) at anytime.
- h) Each member elected to the Finance, Match or Grounds Sub-committee shall be elected for a term of 2 years. One elected Member shall hold office for a term concurrent with the Chairperson's term of office on the Board, and the other two elected Members shall likewise hold office for concurrent terms, provided that the latter shall be elected at the expiration of the first year of the term of office of the former, and vice versa. A retiring Member shall be eligible for re-election.
- i) Despite sub-clause (h), three Members (in addition to the chairperson) shall be elected to each of the Finance, Match and Grounds Sub-committees at the Annual General Meeting for 1998, but:
  - A. In the case of the Finance and Grounds Sub-committees - 2 of the three Members so elected, and
  - B. In the case of the Match Sub-committee - one of the three Members so elected, shall hold office for one year only, to establish the sequence of retirements and elections provided for in sub-clause (h).
- j) If there is no candidate for election to a position on the Finance, Match or Grounds Sub-committee (or, on any such election, no person is elected) and no person will continue in that office pursuant to clause 29(g), the Board may appoint a person to the vacant office, but only to serve until the next Annual General Meeting.

Such persons must satisfy the qualifications set out in sub-clause (i), at the next Annual General Meeting an election will be held to fill the vacancy for a one year term only, to ensure that the sequence of retirements and elections provided for in sub-clause (h) is maintained.

- k) Notwithstanding sub-clause (h), if a position on the Finance, Match or Grounds Sub-committee becomes vacant (including that of the chairperson), the office of a sub-committee member whose term of office is concurrent with the vacating Sub-committee member does not thereby become vacant.
- l) All acts done by any meeting of a Sub-committee are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a member of the Sub-committee, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a member of the Sub-committee.

**21. ANNUAL GENERAL MEETING**

- a) The Annual General Meeting shall be held in either December of that year or no later than the last day of January in the following year.
- b) The notice of the Annual General Meeting shall specify which vacant offices of the Board and the Finance, Match and Grounds Sub-committees are to be filled and shall be placed on the notice boards in the Clubhouse emailed to all members from records held by the club at least twenty eight (28) days before the date of the Annual General Meeting.
- c) No motion shall be moved at any Annual General Meeting unless notice in writing of such motion has been given to the Manager at least twenty one days before the date of such meeting and signed by the Proposer and Seconder, or, if emailed, electronically signed by the Proposer and Seconder, both of whom shall have voting rights.
- d) A copy of the Agenda, Notice of Motions, Annual Report, audited Statement of Accounts, list of candidates for vacancies on the Board and the Finance, Match and Grounds Sub-committees and voting papers shall be posted to every Member at least 14 days before the Annual General Meeting.
- e) At every Annual General Meeting the President's Report for the immediate preceding year together with the financial statements to the thirtieth day of September shall be submitted for adoption.
- f) The results of the election of Directors and members of the Finance, Match and Grounds Sub-committees shall take place and such other business as specified in the agenda shall be transacted.

**22. SPECIAL GENERAL MEETING**

- a) A special General meeting may be called at any time by the Board.
- b) The Manager on receipt of a written request signed by at least fifty Members with voting rights shall call a Special General Meeting to deal with any matter specified in the written request.
- c) The Manager shall give fourteen days notice of such meeting and of the business to be conducted.
- d) The meeting will be held within twenty eight days of the date on which the Manager received the written request.
- e) No motion shall be moved at any Special General Meeting unless notice in writing of such motion has been given to the Manager at least twenty one days before the date of such meeting and signed by the Proposer and Seconder both of whom shall have voting rights.

**23. ADJOURNMENT**

- a) The Chairperson shall upon a majority vote being taken to adjourn any Annual General meeting or Special General Meeting adjourn such meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- b) The notice of the Annual General Meeting shall specify which vacant offices of the Board and the Finance, match and Grounds Sub-committees are to be filled and shall be placed on the notice boards in the Clubhouse at least 28 days before the date of the Annual General Meeting.

**24. QUORUM**

- a) The quorum shall be fifty Members with voting rights at any Annual General Meeting or Special General Meeting who are present in person or have provided a valid postal or electronic vote, and every member who has provided a valid postal or electronic vote shall be deemed to be present for voting purposes.

- b) No business except to adjourn the meeting shall be conducted at any Annual General Meeting or Special General Meeting unless a quorum is present.
- c) If within thirty minutes of the time appointed for an Annual General Meeting or Special General Meeting a quorum of Members with voting rights is not present such meeting shall lapse and shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within thirty minutes of the time appointed for such meeting the Members present with voting rights shall form a quorum.

**25. VOTING**

- a) A Member with voting rights as defined in clause 6 is entitled to vote at any Annual General Meeting or Special General Meeting either in person or by postal vote in accordance with the following sub-clauses. At its sole discretion, the Board may also make available voting by electronic means in accordance with the following sub-clauses. Members must choose only one method of voting.

**(i) Voting in Person**

Voting in person at any Annual General Meeting or Special General Meeting on any resolution put to the vote shall be decided by a show of hands unless at least ten percent of Members in attendance with voting rights demand a confidential vote in which case a written secret ballot shall be conducted in accordance with the directions of the chairperson.

**(ii) Postal or Electronic Voting**

The Board shall determine the means by which the postal or electronic vote shall be conducted. The postal vote or electronic vote must be received by the General Manager by no later than the close of business, two clear business days before the relevant Annual General Meeting or Special General Meeting.

Members who vote via postal or electronic vote can still attend the Annual General Meeting or Special General Meeting but cannot vote in person at that meeting.

- b) Proxy voting cannot be undertaken at or in respect of an Annual General Meeting or Special General Meeting.

**26. CHAIRPERSON**

- a) The President shall take the chair at all Annual General and Special General meetings. In the absence of the President, responsibility for chairing such meetings will devolve in the following order:
  - VICE-PRESIDENT
  - CAPTAIN
  - DIRECTOR OF FINANCE
  - DIRECTOR OF GROUNDS
  - DIRECTOR OF WOMEN'S GOLF
- b) The Chairperson shall have a deliberative vote but not a casting vote.

**27. DIRECTOR'S TENURE OF OFFICE**

- a) Each Director shall be elected for a term of 2 years. The President and the Captain shall hold office for concurrent terms and the Vice-President, the Director of Finance, the Director of Grounds and the Director of Women's Golf shall likewise hold office for concurrent terms, provided that the Vice President, the Director of Finance, the Director of Grounds and the Director of Women's Golf shall be elected at the expiration of the first year of the term of office of the President and the Captain, and vice versa. A retiring Director shall be eligible for re-election to the office from which he or she is retiring or for election to any other office on the Board.
- b) Despite sub-clause (a), a President, Vice President, Captain, Director of Finance and Director of Grounds shall be elected at the Annual General Meeting for 1998, but the President and Captain so elected shall hold office for 1 year only, to establish the sequence of retirements and elections provided for in sub-clause (a).
- c) The office of a Director will become vacant if the Director:
  - (i) Is disqualified from being concerned in or taking part in the management of an incorporated association by the Associations Incorporation Act 1985;

- (ii) Is expelled from Membership of the Club under this Constitution or otherwise ceases to satisfy the qualifications set out in clause 18(b);
  - (iii) Dies or becomes permanently incapacitated by ill health;
  - (iv) Is absent without apology from two consecutive Board meetings.
  - (v) Resigns by written notice to the Board; or
  - (vi) Is elected to a different office on the Board at the end of the first year of his or her two year term.
- d) The Board may appoint a successor (who must satisfy the qualifications set out in clause 18(b)) to such a vacancy arising under sub-clause (c) and the successor shall serve only until the next Annual General Meeting. If the vacating Director served less than 1 year of a two year term of office then at the next Annual General Meeting an election will be held to fill the vacancy for a one year term only, to ensure that the sequence of retirements and elections provided for in sub-clause (a) is maintained.
  - e) If there is no candidate for election to an office on the Board (or, on any such election, no person is elected) and no person will continue in that office pursuant to clause 29(g), the Board may appoint a person to the vacant office, but only to serve until the next Annual General Meeting. Such person must satisfy the qualifications set out in clause 18(b). Unless the office was to be filled for a one year term only under sub-clause (b), at the next Annual General Meeting an election will be held to fill the vacancy for a one year term only, to ensure that the sequence of retirements and elections provided for in sub-clause (a) is maintained.
  - f) Notwithstanding sub-clause (a), if the office of a Director becomes vacant, the office of a Director whose term of office is concurrent with the term of office of the vacating Director does not thereby become vacant.
  - g) No member is eligible for election to the Board whilst a Member of a Board of Directors or Committee of Management (or a committee or sub-committee responsible for women's' golf) of another golf club affiliated with the South Australian Golf Association or Women's Golf South Australia.
  - h) In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

**28. NOMINATION FOR BOARD AND SUB-COMMITTEES**

- a) Sub-clauses (b) to (e) apply in relation to candidates and nominations for election to the Board or to the Finance, Match or Grounds Sub-committee.
- b) Each candidate for election must be proposed and seconded in writing on the relevant official nomination form (as determined by the Board from time to time), and must satisfy the qualifications set out in clause 18(b) or 20(c) (as the case may be).
- c) The candidate must sign the nomination form to signify acceptance.
- d) The candidate's Proposer and Secunder shall in each case be a Member with voting rights.
- e) The nomination form for each candidate must be submitted to the Club Manager at least 21 days prior to and inclusive of the date of the Annual General Meeting.

Provided that, for the purpose of clause 28(b), inserted in the Constitution by this resolution, the official nomination forms for candidates for election at the Annual General Meeting of the Club for 1998 shall be as determined by the Committee of Management of the Club.

**29. BALLOT FOR THE BOARD AND SUB-COMMITTEES**

- a) Sub-clauses (b) to (g) apply in relation to the election of Directors and members of the Finance, Match and Grounds Sub-committees.
- b)
  - (i) Where two or more candidates are nominated for one of the five offices referred to in clause 18 (a), then the election for that office shall be by secret ballot conducted by a postal vote.
  - (ii) Where more candidates are nominated for positions on the Finance, Match or Grounds Sub-committee than there are vacancies to be filled, then the election for those positions shall be by secret ballot conducted by a postal vote.
  - (iii) Where there is only one candidate for an office on the Board, or there are the same number of candidates for positions on a Sub-committee as there are vacancies to be filled, then such candidates shall be deemed to be elected.

- c) The election of Directors and members of the Finance, Match and Grounds Sub-committees shall be conducted by the Returning Officer who shall be appointed by the Board prior to each Annual General Meeting.
- d) The decision of the Returning Officer relating to the ballot shall be final and conclusive.
- e) Two or more scrutineers who shall be Members of the Club with voting rights shall be appointed by the Board to verify and count all voting papers prior to the Annual General Meeting.
- f) On a ballot the candidate or, as the case requires, the required number of candidates receiving the greatest number of votes shall be elected or in the event of an equality of votes for two candidates there shall be an immediate ballot between those two candidates.
- g) Notwithstanding anything herein contained all Directors and elected members of the Finance, Match and Grounds Sub-committees shall be deemed to continue in office unless their successors have been duly elected.
- h) A candidate for election to the office of Captain, Director of Finance or Director of Grounds who has been separately nominated for a position on the Sub-committee chaired by the holder of that office shall, if elected to that office, be disqualified from being elected to the relevant Sub-committee.

**30. ALTERATIONS TO THE CONSTITUTION**

The Constitution shall not be altered except at an Annual General Meeting or a Special General Meeting of the Club at which at least fifty Members with voting rights of the Club shall be present and no motion for such alteration shall be deemed to be carried unless supported by at least three quarters of those voting. Any motion for the alteration of the Constitution shall incorporate the conditions of proposal and notice as applicable for a Special General Meeting and shall be posted in the Clubhouse at least fourteen days previous to the meeting.

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

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

**32. REPRIMAND, SUSPENSION & EXPULSION OF A MEMBER**

- a) The Board may reprimand, suspend or expel any Member of the Club:
  - (i) Who shall commit any breach or non-observance of the Constitution of the Club or of any order or direction of the Board or of any Special General Meeting.
  - (ii) Who in the opinion of the Board shall be guilty either in or out of the Club of any act, practice, conduct, matter or thing prejudicial to the interests of the Club or calculated in any manner to bring discredit on the Club or its Members or to impair or affect the enjoyment of the Club premises by the Members;
  - (iii) Who allows a guest to play on the course without paying the relevant green fees (provided that the Member is thereby liable to an automatic one month's suspension from the Club and is not otherwise liable on that ground alone to be suspended or expelled); or
  - (iv) Who enters a neighbouring property to retrieve a golf ball (including by means of extended retrieval devices) (provided that the Member is thereby liable to a one month's suspension from the Club and is not otherwise liable on that ground alone to be suspended or expelled).

Notice of any such reprimand, suspension or expulsion shall forthwith be sent to the Member at his or her last known address.

- b) In any case where the Board proposes to reprimand, suspend or expel a Member under sub-clause (a), particulars of the charge shall be communicated to the Member at least seven days before the Meeting of the Board at which the matter will be determined and the Member must at that Meeting be given the opportunity to be heard in answer to the charge.
- c) Any Member of the Club who may feel aggrieved by any decision or action of the Board under sub-clause (a) may by notice in writing given or delivered to the Manager within one calendar month from the date of notification by the Board appeal against such decision or action to a Special General Meeting of the Club. Such notice of appeal shall state the grounds of appeal and such appeal shall be heard by a Special General Meeting of the Club to be called by the Manager within seven days of the receipt of the notice of appeal and held within twenty-one days of such notice and the decision of such Special General Meeting shall not be questioned in any manner or place whatsoever. Simple majority will prevail at the Special General Meeting.

- d) Without limiting anything else in this Constitution, the Board may appoint a Sub-committee under clause 20(b) and may delegate to that Sub-committee all or any of its powers under this clause to reprimand, suspend or expel any Member of the Club. Any Member of the Club who may feel aggrieved by any decision or action of such Sub-committee must, before appealing to the Club in General Meeting, appeal against such decision or action to the Board. Such appeal must be by notice in writing stating the grounds of appeal, and must be given or delivered to the Manager within one calendar month from the date of notification by the Sub-committee. Such appeal shall be heard by a meeting of the Board to be held within 14 days of the receipt of the notice of appeal by the Manager. Any member of the Club who may feel aggrieved by any decision or action of the Board on any such appeal may appeal against such decision or action to a Special General Meeting of the Club and the provisions of sub-clause (c) shall apply.

**33. ADDRESSES OF MEMBERS**

Every Member shall notify the Manager in writing of any change of residential address forthwith.

**34. RECIPROCAL CLUBS**

- a) The Board may enter into reciprocal agreements with any golf club on the condition that Members of the Club shall enjoy with such reciprocal club the same rights and privileges as are accorded to Members of such reciprocal clubs by this Club.
- b) Upon such reciprocal arrangements being entered into with any club the Members of such clubs, providing those Members are permanently residing outside a radius of 100 kilometres from the West Lakes Golf Club Incorporated and within a radius of 100 kilometres from the reciprocal club, shall enjoy the reciprocal privileges as would be accorded to Members visiting the reciprocal club.

**35. VISITORS**

- a) A Member who introduces a visitor to use the playing facilities of the Club must, in so doing, comply and must ensure that the visitor complies, with any applicable policies, rules and conditions formulated, made or stipulated by the Board from time to time.
- b) A Member who introduces a visitor to use the amenities of the Clubhouse must, in so doing, comply, and must ensure that the visitor complies with:
- (i) any applicable policies, rules and conditions formulated, made or stipulated by the Board from time to time; and
  - (ii) (without limiting the foregoing or clause 36) the terms and conditions of any license held by the Club under the Liquor Licensing Act 1997.

**36. SUPPLY OF LIQUOR**

The supply of liquor shall be in accordance with the Liquor Licensing Act 1997 and the terms and conditions of any licence held by the Club under that Act.

**37. NOTICES TO MEMBERS**

The Manager may give notice of any matter to any Member either personally or by sending it by post to his or her last known address.

**38. NOTICES**

No notice or placard shall be put upon the Club premises or taken down or interfered with in any way except with the approval of the Manager.

**39. DAMAGE TO PROPERTY**

No Member shall take away from the Club any equipment, newspaper, book or other article the property of the Club. Any Member breaking or otherwise damaging the property of the Club, may be called upon by the Board to make good such damage.

**40. WINDING UP OF CLUB**

- a) The Club may be wound up in accordance with the Associations Incorporation Act 1985.

**41. COMPETITIONS**

- a) The Rules of the game of golf as adopted by the Royal and Ancient Golf Club of St. Andrews, and the Local Rules of the West Lakes Golf Club shall apply.

- b) The Board shall have the power to make rules for the conduct of all Club matches and for setting all disputes. The decision of the Board shall be final.
- c) The Board shall have the power to prohibit play on the course at anytime and notice thereof shall be posted on the notice boards.
- d) The Board shall have the sole power to give or accept challenges to and from other clubs.
- e) Competitions shall be confined to Members with playing rights on the day or days of the competition unless otherwise determined by the Board.
- f) Handicap competitions shall be played in such divisions as the Board decides.
- g) Any disputes arising as to the result of any competition shall be referred to the Match Sub-committee whose decision shall be final and binding on all competitors.

**42. CHILDREN**

- a) Children, other than Junior Members, are not allowed in the Clubhouse unless accompanied by an adult.
- b) No child other than a caddy, or a Junior Member, shall be allowed on the golf course unless accompanied by an adult.

**43. ANIMALS**

No Member or visitor shall bring a dog or other animal (other than a guide dog) into the Clubhouse or onto the golf course.

**44. COMPLAINTS**

Any complaints shall be made in writing to the Manager who shall investigate such complaints and report to the Board.

**45. CLUB COLOURS**

The Club colours shall be navy blue and gold.