



MAREEBA GOLF CLUB INC.

CONSTITUTION

NAME

1. The name of the incorporated association shall be "Mareeba Golf Club Inc."
(in these Rules called "the Association")

OBJECTS

2. The objects for which the Association is established are:-

The objects of the Association are to make and maintain provision for enabling members to play golf under suitable regulations on the Club's Links and provide food refreshment, accommodation and all things incidental to the promotion of sporting and recreational pursuits for the benefit, social comfort and advancement of the Club's members and their guests.

POWERS

3. The powers of the Association are:-

- (1) To take over the funds and other assets and the liabilities of the present unincorporated association known as "The Mareeba Golf Club";
- (2) To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of rule 30 (10) of these rules;
- (3) In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Association or persons frequenting the Association's premises;
- (4) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association: Provided that in case the

Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts;

- (5) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights and privileges and concessions;
- (6) To appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit.
- (7) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association;
- (8) To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects;
- (9) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute, to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (10) To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit;
- (11) To take, or otherwise acquire, and hold shares, debentures of other securities of any company or body corporate;
- (12) In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;

- (13) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay-off any such securities;
- (14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (15) In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- (16) To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;
- (17) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to the proviso in sub-rule (4);
- (18) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- (19) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- (20) In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of rule 28 (10);
- (21) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one

or more of the incorporated associations with which the Association is authorised to amalgamate;

(22) In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;

(23) To make donations for patriotic, charitable or community purposes;

(24) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;

(25) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

CLASSES OF MEMBERS

4. (1) Membership of the Club shall be open to any person male or female of good character and repute who has attained the age of 18 years and whose membership is likely to be compatible with existing members of the Club.

There shall be the following classes of membership:-

- (i) Life Members
- (ii) Ordinary Members
- (iii) Country Members
- (iv) Provisional Members (Provisional Members shall be for a period of one golfing year only – Form 6 26/11/1991)
- (v) Junior Members
- (vi) Student Members
- (vii) Honorary and Temporary Members
- (viii) Corporate Members
- (ix) Such other classes as the Committee may from time to time determine.

(2) The Committee shall, subject to these Articles, have power to limit, from time to time, the number of members in all classes of membership.

QUALIFICATIONS AND PRIVILEGES OF MEMBERS

- (3) (i) ORDINARY MEMBERS – Will comprise such members as are entitled to all Club privileges.
- (ii) LIFE MEMBERS – Those persons so honoured and appointed under the following terms:-

An Ordinary Member, on the recommendation of the Committee, may be elected as a Life Member of the Club in honour of special services rendered by him to the Club. Such election shall be by resolution of a two-thirds majority of members present and entitled to vote at any Annual General Meeting of the Club of which proper notice has been given by the Committee. Life Members shall be free to enjoy all Club privileges and exercise all rights, but shall be exempt from the payment of Annual Subscriptions.

Life Members and Ordinary Members shall alone be entitled to vote, hold office, or otherwise take part in the management of the Club.

(iii) COUNTRY MEMBERS – Will comprise those persons whose place of residence is more than ten (10) kilometres radius from the Mareeba Golf Clubhouse, and provided such persons have membership of any recognised Golf Club, they shall be entitled to the privileges of the Clubhouse and Links in like manner to Ordinary Members.

(iv) PROVISIONAL MEMBERS –

- (a) Comprise persons who are entitled to all Club privileges, but such persons shall not be entitled to vote, hold office or otherwise take part in the management of the Club neither will they be entitled to introduce a visitor.
- (b) Provisional Members shall pay 50% of the Membership fee at time of acceptance in accordance with these rules but Provisional Members shall not be required to pay an entrance fee.
- (c) Any Provisional Member wishing to become a full member shall submit at least **three** (3) 18 hole cards for handicap purposes before being allowed to play in competitions.
- (d) A Provisional Member wishing to become a full member shall have any subscription paid credited to his or her full membership and entrance fee.
- (e) Provisional Members shall pay green fees only.
- (f) No Provisional Member shall compete for any club trophy.
- (g) The Management Committee may on special occasions suspend the operation of such clause (f) of this clause for such period as it deems fit.

(v) HONORARY MEMBERS TEMPORARY MEMBERS AND VISITORS:-

(a) The Management Committee shall have power to grant Honorary Membership without payment of fees to any person temporarily visiting Mareeba who is a member of a Golf Club with which the Club has entered into reciprocal arrangements or is a distinguished personage whom the Committee desires to honour by granting Honorary Membership.

(b) Any person residing more than **twenty five** (25) kilometres from the Mareeba Golf Club House may upon the nomination of any member be admitted as a Temporary Member for a period not exceeding **SIX** (6) months in any financial year. Such

Temporary Member must receive a card of Temporary Members hip from the Secretary, and before exercising his or her rights as a Temporary Member pays such fees as may from time to time be prescribed by the Management Committee. The proposed member shall be responsible for all fees which shall be payable in advance.

(c) Any person resident in Mareeba or within **twenty five (25)** kilometres from the Golf Club House may upon the nomination of any member, but subject to the veto of the Committee, be admitted as a Visitor to the Club House and Links, but such person shall not be allowed to play upon the Links upon more than three days in any half-year. The introducing member shall in all cases enter the name and address of the person introduced as a Visitor in the book provided for that purpose and pay such fees as may from time to time be prescribed by the Management Committee.

(d) No Honorary Member or Temporary Member or Visitor shall compete for any Club trophy.

(e) The Committee may, on special occasions, suspend the operation of sub-clauses (c) and (d) of this clause for such period as it deems fit.

(vi) JUNIOR CLUB MEMBERS – Persons under the age of eighteen (18) years may be admitted as Junior Members of the Mareeba Golf Club Inc. and shall be permitted to play on the Links and use the facilities of the Club House and participate in the Club competitions upon such terms and conditions and subject to such restrictions and the payment of such fees as the Management Committee of the Association may from time to time determine. They shall be subject to the By-laws and Rules of the Association and on attaining the age of eighteen (18) years may, with the approval of the Management Committee, transfer to Ordinary Membership.

(vii) STUDENT MEMBERS - Persons who are full time at recognised primary and secondary schools, business colleges, Colleges of Advanced Education, Institutes of Technology, Universities and other tertiary bodies shall be permitted to play on the Links and use the facilities of the Club House and participate in Club competitions upon such terms and conditions and subject to such restrictions and the payment of such fees as the Management Committee of the Association may from time to time determine. They shall be subject to the By-laws and Rules of the Association and on attaining the age of eighteen (18) years may, with the approval of the Management Committee, transfer to Ordinary Membership.

(viii) CORPORATE MEMBERSHIP - It shall be competent for a corporation to be admitted to Corporate Membership and the corporation, its directors, managers and employees (but excluding shareholders), shall be entitled to all Club privileges, but shall not be entitled to vote, hold office or otherwise take part in the management of the Club, neither will they be entitled to introduce a visitor.

(x) Such other classes as the Committee may from time to time determine.

MEMBERSHIP

5. (1) Every applicant for any class of membership of the Association, shall be proposed by one member of the Association and seconded by another member. The application for membership shall be made in writing, signed by the applicant and his or her proposer and seconder and shall be in such form as the Management Committee from time to time prescribes.

MEMBERSHIP FEE

6. (1) The membership fees and the entrance fee for each class of membership shall be such sum as the members shall from time to time at any general meeting so determine.

(2) The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

ADMISSION AND REJECTION OF MEMBERS

7. (1) Applicants for membership will be regarded as honorary members from the day of application until the day of admission or rejection of the Applicant.

(2) The Management Committee shall cause a register to be kept in which shall be entered the names and residential addresses of all persons proposed to be admitted to membership and the dates of their application.

(3) The Management Committee shall cause the names of persons proposed as members (other than as Honorary and Temporary Members) of the Club to be displayed in a conspicuous place in the club premises for at least a week before their admission and an interval of at least two weeks shall elapse between the proposal and admission of such members.

(4) At the next meeting of the Management Committee after the receipt of any application and the entrance and joining fee applicable for any class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.

(5) Any applicant who receives three fourths of the votes of the members of the Management Committee present at the meeting, at which such application is being considered, shall subject to there being a vacancy, be accepted as a member to the class of membership applied for.

(6) Upon the acceptance or rejection of an application for any class of membership, the secretary shall forthwith give the applicant notice, in writing, of such acceptance or rejection.

REJOINING ASSOCIATION

8. Former members wishing to re-join the Association shall be subject to re-election, as provided in these rules, but shall not be required to pay the entrance fee unless such fee shall have been increased, and in that case, the difference only.

TERMINATION OF MEMBERSHIP

9. (1) A member may resign from the Association at any time by giving notice in writing to the secretary. Such resignation shall take effect at the time such notice is received by the secretary, unless a later date is specified in the notice when it shall take effect on that later date.

(2) If a member:-

- (i) is convicted of an indictable offence; or
- (ii) fails to comply with any of the provisions of these Rules; or
- (iii) has membership fees in arrears for a period of **three (3)** months or more; or
- (iv) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association,

the Management Committee shall consider whether his membership shall be terminated or a suspension period imposed.

(3) The member concerned shall be given a full and fair opportunity of presenting his case, and if the Management Committee resolves to terminate his membership, it shall instruct the secretary to advise the member in writing accordingly.

APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

10. (1) A person whose application for membership has been rejected, or whose membership has been terminated, may within one month of receiving written notification thereof, lodge with the secretary, written notice of his intention to appeal against the decision of the Management Committee.

(2) Upon receipt of a notification of intention to appeal against rejection, or termination of membership, the secretary shall convene, within three months of the date of receipt by him of such notice, a general meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present his case, and the Management Committee, or those members thereof who rejected the application for membership or terminated the membership, subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the vote of the members present at such meeting.

(3) Where a person, whose application is rejected, does not appeal against the decision of the Management Committee within the time prescribed by these Rules, or so appeals, but the appeal is unsuccessful, the secretary shall forthwith refund the amount of any fee paid.

PATRON

11. There shall be one or more patrons, who shall be elected from time to time at a General Meeting, and hold office until the following Annual General Meeting.

REGISTER OF MEMBERS

12. (1) The Management Committee shall cause a Register to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Association and the dates of their admission.

(2) Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.

(3) The Register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

MEMBERSHIP OF MANAGEMENT COMMITTEE

13. (1) That the new Committee be increased to **nine (9)** members that being President, 2 Vice Presidents (1 House and 1 Greens), 1 Secretary, 1 Treasurer, 1 Captain, 3 Vice Captains. Vice Presidents shall be respectively in the order of the election the Chairman of the House, Bar and external maintenance Sub-Committees and the Chairman of the Grounds Sub-Committee.

The Captain shall be the Chairman of the Match Sub-Committee.

The Handicapper shall be appointed by the Management Committee, and need not be a member of the said Committee.

(2) At the Annual General Meeting of the Association, all members of the Management Committee for the time being, shall retire from office, but shall be eligible upon nomination for re-election.

(3) All officers on the Management Committee shall be honorary and elective, save as hereafter provided. Every financial Ordinary and Life Member of the Association shall be eligible to hold any of the offices.

(4) The election of officers and other members of the Management Committee shall take place in the following manner:-

(a) Any two members of the Association shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee;

(b) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the secretary at least **fourteen (14)** days before the Annual General Meeting at which the election is to take place;

(c) A list of the candidates' names in alphabetical order with the proposers' and seconders' names shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least **seven (7)** days immediately preceding the Annual General Meeting.

(d) Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each member present at the Annual General Meeting ,

shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;

(e) Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

14. Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the secretary, but such resignation shall take effect at the time such notice is received by the secretary, unless a later date is specified in the notice, when it shall take effect on that later date or such member may be removed from office at a general meeting of the Association where that member shall be given the opportunity to fully present his case. The question of removal shall be determined by the vote of the members present at such a general meeting.

VACANCIES ON MANAGEMENT COMMITTEE

15. (1) The Management Committee shall have power at any time to appoint, any financial Ordinary or Life Member of the Association, to fill any casual vacancy on the Management Committee until the next Annual General Meeting.

(2) The continuing members of the Management Committee may act, notwithstanding, any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules, as the necessary quorum of the Management Committee, the continuing member of the Management Committee to that number, or of summoning a general meeting of the Association, but for no other purpose.

FUNCTIONS OF THE MANAGEMENT COMMITTEE

16. (1) Except, as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any general meeting, the Management Committee:-

(a) Shall have the general control and management of the administration of the affairs, property and funds of the Association; and

(b) Shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

(2) The Management Committee may exercise all the powers of the Association:-

(a) To engage a salaried Manager who will assist the Secretary and Treasurer and carry out secretarial, clerical and such other duties as may be determined from time to time.

(b) To borrow or raise or secure the payment of money in such manner, as the members of the Association may think fit, and secure the same, or the payment, or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;

- (c) To borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Mareeba for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association and to provide and pay off any such securities; and
- (d) To invest in such manner as the members of the Association may, from time to time, determine.
- (e) To regulate the opening and closing of greens.
- (f) Transact and authorise expenditure, provided that the Management Committee is not empowered to authorise any single item of expenditure in excess of **\$50,000** without prior approval of the Annual General Meeting or a Special General Meeting of the Club;
- (g) To appoint subcommittees;
- (h) Call General Meetings of members;
- (i) Arrange meetings of the Management Committee;
- (j) To fill any vacancy in any office of the Association;
- (k) Determine, from time to time, the maximum number of members of the Association;
- (l) Control members and elect new members, as provided by and subject to, these rules;
- (m) Grant leave of absence to members;
- (n) To appoint any delegate or delegates to represent the club for any purpose with such powers, as may be thought fit;
- (o) Appoint Selectors for all play for which the selector or Selection Committee is not responsible;
- (p) Charge fees;
- (q) Take out licences;
- (r) Hire, or let premises and links;
- (s) Engage or dismiss labour, groundsmen and assistants;
- (t) Make or vary By-Laws from time to time, but not inconsistent with these Rules, the Laws of the Game of Golf, or the provisions of the Liquor Act;
- (u) Appoint assistants to office bearers;
- (v) Otherwise act in the interest of members.

MEETINGS OF MANAGEMENT COMMITTEE

17. (1) The Management Committee shall meet at least once every calendar month to exercise its function of which **fourteen** (14) days' notice shall be given, at least.
 - (2) A special meeting of the Management Committee shall be convened by the secretary, on the requisition in writing, signed by not less than one-third of the members of the Management Committee, with which the requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
 - (3) Not less than one day's notice shall be given by the secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
 - (4) At every meeting of the Management Committee, a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee, as at the close of the last general meeting of the members, shall constitute a quorum.
 - (5) Subject, as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit: Provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
 - (6) A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or matter arising thereout, and shall excuse themselves from participating in further discussion, or if he does so vote, his vote shall not be counted.
 - (7) The President shall preside as Chairman at every meeting of the Management Committee, or if there is no President, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, one of the Vice Presidents shall be Chairman, or if no Vice President is present at the meeting, then the members may choose one of their number to be Chairman of the meeting.
 - (8) If within half an hour, from the time appointed for the commencement of a Management Committee meeting, a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place, as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
18. (a) The Committee shall appoint from among their number or other members of the Association, sub-committees as follows:- Match, Catering (and internal maintenance), House (bar and external maintenance) and Grounds Sub-committee, and such other Sub-

committees from time to time, as they may think necessary and may delegate to such committees such powers, as they may think fit.

(b) The members of all Match, Catering (and internal maintenance), House (bar and external maintenance) and grounds Sub-Committees, shall hold office until their successors have been appointed. The members of any other Sub-Committee shall hold office for such period as is decided by the Management Committee, from time to time, or until their functions have ceased.

(c) At all such meetings of such Sub-Committees, as may be appointed, the Chairman, as provided in Clause 13 (1) of these rules shall preside, but in his (or her) absence, the members shall choose one of their number to be Chairman of the Meeting. The convenor or Chairman shall report proceedings of all such meetings to the subsequent meeting of the Management Committee.

(d) A Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the question shall be deemed to be decided in the negative.

19. All acts done by any meeting of the Management Committee or of a Sub-Committee, or by any person acting as a member of the Management Committee shall, notwithstanding, that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee, or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

20. A resolution writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee, shall be as solid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

ANNUAL GENERAL OR GENERAL MEETINGS

21. The first general meeting shall be held at such time, not being less than one month, nor more than three (3) months, after the incorporation of the Association, and at such place as the Management Committee may determine.

22. The Annual General Meeting of the Association shall be held during the month of November on a date to be fixed by the Management Committee. The meeting shall be called by giving not less than **fourteen** (14) days' notice by advertising in the local newspaper and electronic media. The business to be transacted shall be as follows:-

- (a) Reading the notice convening the meeting.
- (b) Confirmation of Minutes of the previous Annual General and /or Special General Meeting.
- (c) Consideration and adoption of the Annual Report.

- (d) Presentation of the Balance Sheet and Financial Statements and consideration and adoption thereof.
- (e) Election of the Management Committee.
- (f) Election of Honorary Solicitor and Auditor.
- (g) Determination of amounts payable for Entry Fee and Annual Fees.
- (h) Notices of Motion.
- (i) To transact any general business that may be brought forward in accordance with the Rules of the Club.

23. The secretary shall convene a special general meeting:-

- (a) When directed to do so by the Management Committee; or
- (b) On the requisition in writing, signed by not less than one-third of the members presently on the Management Committee, or not less than the number of Ordinary Members of the Association, which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat; or
- (c) On being given notice in writing of the intention to appeal against the decision of the Management Committee to reject an application for membership, or to terminate the membership of any person.

24. (1) At any general meeting the number of members required to constitute a quorum, shall be double the number of members presently on the Management Committee, plus one.

(2) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule, "member", includes a person attending as a proxy, or as representing a corporation which is a member.

(3) If within half an hour from the time appointed for the commencement of a general meeting, a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to the same day, in the next week, at the same time and place, or to such other day, and at such other time and place, as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

(4) The Chairman may, within the consent of any meeting at which a quorum is present, (and shall, if so directed by the meeting), adjourn the 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. When a meeting is adjourned for

thirty days (30) or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

25. (1) The secretary shall convene all general meetings of the Association, by giving not less than fourteen (14) days' notice, of any such meeting to the members of the Association.

(2) The manner, by which such notice shall be given, be determined by the Management Committee: Provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

26. Unless otherwise provided by these Rules, at every general meeting:-

(1) The President shall preside as Chairman, or if there is no President, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unwilling to act, one of the Vice-Presidents shall be the Chairman, or if no Vice-President is present, or is unwilling to act, then the members present shall elect one of their number to be Chairman of the meeting;

(2) The Chairman shall maintain order and conduct the meeting in a proper orderly manner;

(3) Every question, matter or resolution, shall be decided by a majority of votes of the members present;

(4) Every Ordinary or Life member present, shall be entitled to one vote, and in the case of an equality of votes, the Chairman shall have a second or casting vote: Provided that no member shall be entitled to vote at any general meeting, if his annual subscription is more than one (1) month in arrears at the date of the meeting;

(5) Voting shall be by show of hands or a division of members, unless, not less than one-fifth of the members present demand a ballot, in which event, there shall be a secret ballot. The Chairman shall appoint two members to conduct the secret ballot in such manner as he shall determine, and the result of the ballot, as declared by the Chairman, shall be deemed to be the resolution of the meeting at which the ballot was demanded;

(6) A member may vote in person, or by proxy, or by attorney and on a show of hands every person present who is a member or a representative of a member, shall have one vote, and in a secret ballot, every member present in person, or by proxy, or by attorney, or other duly authorised representative, shall have one vote;

(7) The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointer, or of his attorney duly authorised in the writing, or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may, but need not be, a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand, or join in demanding a secret ballot;

(8) Where it is desired to afford members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form, or a form as near thereto as circumstances permit:-

ASSOCIATION: MAREEBA GOLF CLUB INC.

I, _____ of _____, being a member of the above named Association, hereby appoint _____ of _____, or failing him, _____ of _____ as my proxy to vote for me on my behalf at the (annual) general meeting of the Association, to be held on the _____ day of **20** _____, and at any adjournment thereof.

Signed this _____ day of _____, **20** _____.

Signature.

This form is to be used * in favour of/against the resolution.

*Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit.);

(9) The instrument appointing a proxy shall be deposited with the secretary prior to the commencement of any meeting, or adjourned meeting, at which the person named in the instrument proposes to vote; and

(10) The secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting, shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting, verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairman of that meeting, or the Chairman of the next succeeding general meeting. Provided that the minutes of any Annual General Meeting shall be signed by the Chairman of that meeting, or the Chairman of the next succeeding general meeting, or Annual General meeting.

BY-LAWS

27. The Management Committee may from time to time, make, amend, or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside by a general meeting of members.

ALTERATION OF RULES

28. Subject to the provisions of the Associations Incorporation Act 1981, these Rules may be amended, rescinded or added to, from time to time, by special resolution carried at any general meeting: Provided that no such amendment, rescission or addition, shall be valid unless the same shall have been previously submitted to and approved by the Under Secretary, Department of Justice and Attorney General, Brisbane.

COMMON SEAL

29. The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be affixed to documents after authority by a resolution to the Management Committee, and every instrument to which the seal is affixed, shall be signed by a member of the Management Committee, and shall be countersigned by the Secretary, or by a second member of the Management Committee, or by some other person appointed by the Management Committee, for the purpose.

FUNDS AND ACCOUNTS

30. (1) The funds of the Association, shall be banked in the name of the Association, in such bank, as the Management Committee, may from time to time, direct.

(2) Proper books and accounts shall be kept and maintained, either in written or printed form, in the English language, showing correctly the financial affairs of the Association and the particulars usually shown in books of a like nature.

(3) All moneys shall be banked, as soon as practicable, after receipt thereof.

(4) All payments (cheque or electronically assigned), shall be authorised by any two of the president, secretary, treasurer or other member authorised from time to time by the Management Committee.

(5) Cheques shall be crossed "not negotiable", except those in payment of wages, allowances or petty cash recouments which may be open.

(6) The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.

(7) All expenditure shall be approved or ratified at a Management Committee meeting.

(8) As soon as practicable, after the end of each financial year, the treasurer shall cause to be prepared, a statement containing particulars of:-

(a) the income and expenditure for the financial year just ended and;

(b) the assets and liabilities and all mortgages, charges and securities affecting the property of the Association at the close of that year.

(9) All such statements shall be examined by the auditor, who shall present his report, upon such audit, to the secretary prior to the holding of the Annual General meeting next following the financial year in respect of which such audit was made.

(10) The income and property of the Association, whensoever derived, shall be used and applied solely in promotion of its objects and in the exercise of its powers, as set out herein and no portion thereof shall be distributed, paid or transferred directly, or indirectly by way of dividend, bonus or otherwise, by way of profit to, or amongst the members of the Association provided that nothing herein contained, shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him to the Association, or otherwise owing by the Association to him, or of remuneration to any offices or servants of the Association, or to any officers or servants of the Association, or to any member of the Association, or other person in return for any services actually rendered to the Association, provided further, that nothing herein contained shall be construed so as to prevent the payment, or repayment to any member, of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association, or reasonable and proper rent for premises demised or let to the Association.

DOCUMENTS

31. The Management Committee shall provide for the safe custody of books, documents, (inclusive of electronic documents/electronic media security codes/electronic external storage devices), instruments of title and securities of the Association.

BREAKAGE AND DESTRUCTION OF PROPERTY

32. No member of the Club, or staff, shall take away from the Club House or Grounds (without Committee authorisation), or deface, tear or injure any article, the property of the Club, or for which the Club may be responsible. Members breaking or injuring any article the property of the Club, or for which the Club may be responsible, shall pay for the same.

CLUB TROPHIES

33. All trophies presented to, or offered by the Association for competitions, shall be played for under such conditions, as the Management Committee may from time to time, determine.

FINANCIAL YEAR

34. The financial year of the Association shall close on the 30th September in each year.

DISTRIBUTION OF SURPLUS ASSETS

35. If the Association shall be wound up in accordance with the provisions of the Association Incorporation Act 1981, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to, or distributed among the members of the Association, but shall be given, or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members, to an extent at least as great as it imposed on the Association under, or by virtue of rule 30 (10), such institution or institutions to be determined by the members of the Association.