

Constitution of the

Newcastle MBA Golf Club Incorporated

1. NAME OF THE CLUB

The name of the club shall be Newcastle MBA Golf Club Incorporated.

2. DEFINITIONS & INTERPRETATIONS

In this constitution unless the contrary intention appears:

“Act” means the Associations Incorporation Act 20009 (NSW) as amended.

“Association” means the Club known as the Newcastle MBA Golf Club Incorporated.

“Board” means the body managing the Club and consisting of the directors.

“Club” means the association known as the Newcastle MBA Golf Club Incorporated.

“Constitution” means of the Constitution of the association.

“Executive” means the 3 members of the Board who hold the positions of President, Secretary and Club Captain.

“Intellectual Property” means all rights subsisting in copyright, business names, names, trademarks (or signs) logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conduct promoted or administered by the Association in New South Wales.

“General Meeting” means the annual or any special general meeting of the Club.

“Member” means a member of the Newcastle MBA Golf Club Incorporated.

“Rules and/or Regulations” means any rules or regulations promulgated by the Board for the proper running of the Club.

“Special Resolution” means a Special Resolution as defined in the Act.

3. OBJECTS OF THE CLUB

The sole objects for which the Club is established is to:

(a) Conduct, encourage, promote, advance and administer the game of Golf within the members of the Newcastle Master Builders Association.

(b) Affiliate and liaise with the Newcastle District Golf Association, Golf NSW and Golf Australia with which the Club is affiliated and adopt their rules and policy frameworks to further these objects

(c) Abide by, promulgate, enforce and secure uniformity in the application of the rules of the game of Golf as may be determined from time to time, by Golf Australia.

(d) Undertake and do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

(e) To participate in annually and at all times to promote the Master Builders' Australia Inc. Golf Tournament competing for the M.R. Hornibrook Cup, or any other tournament that would replace the last-mentioned tournament.

4. MEMBERSHIP

4.1 A person is eligible to be a member of the Club if:

- (a) the person is a natural person and
- (b) the person has been nominated and approved for membership of the club in accordance with clause 6.1

4.2 A person is taken to be a member of the Club if:

- (a) the person is a natural person, and
- (b) the person was in the case of an unincorporated body that is registered as the association – a member of that unincorporated body immediately before the registration

4.3 Membership shall be open to members of the Newcastle Masters Builders Association together with any persons presently or formerly engaged in business or activities which are integral to the building and construction industry or which are allied to the building and construction industry (including consultants and suppliers) and who support the objects of the club.

4.4 To qualify for membership of the Club, a person must have been actively engaged in the activities detailed in 4.(3) above for at least any period of 3 months prior to acceptance to membership.

5. TYPES OF MEMBERSHIP

5.1 Full Member.

Full members must be a member of a recognised golf club and have an Australian Golf Handicap. Full members are entitled to stand for office and to represent the club at external tournaments.

5.2 Associate Member

Members who are not members of a recognised golf club and whose handicap, after submission of 3 cards, is to be determined by the Club Handicapper. Associate members are not entitled to stand for office, to vote at general meetings of the Club or to represent the Club at external tournaments.

5.3 Honorary Member.

Those persons whom the Club wishes to honour (i.e. sponsors, patron etc), and who, despite clauses 4.3 and 4.4, may or may not have been involved previously in the building industry. Honorary members are not entitled to stand for office, to vote at general meetings of the Club, or to represent the Club at external tournaments.

5.4 Life Member

Those persons who qualify under the following criteria

- (a) The Board may recommend to an annual general meeting that any natural person who has rendered distinguished service to the Club be appointed a Life Member.
- (b) A resolution of the annual general meeting to confer life membership must be by special resolution.
- (c) A person must accept or reject the Clubs resolution to confer life membership in writing. Upon receipt of the written notice the person shall be a life member.
- (d) Life members are entitled to stand for office, to vote at meetings and to represent the club at external tournaments.
- (e) No more than 2 life members may be elected at each Annual General Meeting.

6. APPLICATION FOR MEMBERSHIP

6.1 An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Board from the applicant.
- (b) accompanied by the appropriate fee

6.2 The Club may accept or reject any application. The Club shall not be compelled to provide any reason for such acceptance or rejection.

- (a) Where the Club accepts an application, the applicant becomes a Member.
- (b) Where the Club rejects an application, it shall refund any fees forwarded with the application.

6.3 Members, other than Life Members, must renew their membership annually in accordance with the procedures set down by the Club in Rules or Regulations from time to time.

6.4 All persons who are members of the Newcastle Master Builders' Association Golf Club, prior to the approval of this Constitution under the Act, shall be deemed members from the time of approval of this Constitution under the Act.

7. CESSATION OF MEMBERSHIP

7.1 A person ceases to be a member of the Club if that person:

- (a) dies, or
- (b) resigns membership, or
- (c) is expelled from the club
- (d) fails to pay the annual membership fee under clause 10 within 3 months after the fee is due.

7.2 All rights, privileges or obligations which a person has by reason of being a member of the Club:

- (a) are not capable of being transferred or transmitted to another person, and
- (b) terminate on cessation of the person's membership

7.3 Resignation.

(a) A member of the club may resign from membership of the club by first giving the Secretary written notice of at least one month (or such other period as the committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.

(b) If a member of the association ceases to be a member under subclause (a) and in every other case where a member ceases to hold membership, the Secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

7.4 Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution, the Rules or Regulations, including but not limited to, the failure to pay any monies owed to the Club, failure to comply with any resolutions or determinations made or passed by the Board or any duly authorised committee.

7.5 Membership shall not be discontinued by the Board under clause 7(4) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

7.6 Where a member fails, in the Board's view, to adequately explain the breach, that Member's membership shall be discontinued under clause 7.4 by the Club giving written notice of the discontinuance of membership.

7.7 Membership which has been discontinued may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

7.8 A member who ceases to be a member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including intellectual property. Any Club documents, records or other property in the possession, custody or control of that member shall be returned to the Club immediately.

7.9 Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

8 REGISTER OF MEMBERS

8.1 The public officer of the club shall keep and maintain a Register in which is entered:

(a) the full name and postal or residential address (and where the member has an e mail address, that address) of each person who is a member of the Club together with the date on which they became a member.

(b) where that person ceases to be a member, the date on which their membership terminated.

8.2 Each member shall advise the public officer of any changes in their particulars within 1 month of those changes having occurred.

8.3 The register must be open for inspection by any member of the association at any reasonable hour.

8.4 If a member requests that any information contained in the register about the member (other than the member's name) not be available for inspection, that information must not be made available for inspection.

8.5 A member must not use information about a person obtained from the register to contact or send material to the person, other than for:

(a) the purpose of sending the person a newsletter, a notice in respect of a meeting or other event to the club or other material relating to the club, or

(b) any other purpose necessary to comply with the requirement of the Act or the Rules or Regulations.

9. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) This Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Rules and Regulations.

(b) they shall comply with and observe this Constitution and the Rules and Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority.

(c) by submitting to this Constitution, Rules and Regulations they are subject to the jurisdiction of the Club, the Newcastle District Golf Association, Golf NSW and Golf Australia.

(d) the Constitution, Rules and Regulations are necessary and reasonable for promoting the objects and particularly the advancement and protection of golf.

(e) they are entitled to all benefits, advantages, privileges and services of Club membership.

10. FEES AND SUBSCRIPTIONS

The annual subscription (if any) and any fees or other levies payable by the members of the Club and the time for and manner of payment shall be as determined by the Board.

11. MEMBERS LIABILITIES

The liability of a member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges, and expenses of the winding up of the Club is limited to the amount, if any, unpaid by members in respect of membership of the Club.

12. EXISTING DIRECTORS

The Members of the administrative or governing body known as Newcastle Master Builders' Association Golf Club in office immediately prior to the approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the position of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members.

14. COMPOSITION OF THE BOARD

14.1 The Board shall consist of 7 Directors, (who must all be members of the Club) they being a President, a Captain, a Secretary (which 3 positions shall comprise the Executive), a Treasurer and 3 other Members; all of whom shall be elected at the Annual General Meeting of the Club and who shall hold office until the next Annual General Meeting unless their directorship is terminated in the meantime.

14.2 The President and 3 other members of the Board must be members or former members of the Newcastle Master Builders Association.

14.3 The Board may from time to time appoint members to the positions of Vice Captain and Handicapper, but those persons may not necessarily be members of the Board.

14.4 The Secretary shall be the Public Officer of the Club.

15. ELECTION OF DIRECTORS

15.1 At an Annual General Meeting the Members shall elect Directors in the following order; firstly a President, then a Captain, then a Secretary, then a Treasurer and then the remaining 3 Directors.

15.2 Nominations for elected Director positions shall be called for at least 21 days prior to the Annual General Meeting.

15.3 Nominations must be:

- (a) in writing
- (b) on the prescribed form (if any) provided for that purpose
- (c) signed by two individual members.
- (d) signed by the nominee indicating his willingness to accept the position for which they are nominating.
- (e) delivered to the Club at least 7 days before the date fixed for the annual general meeting.

15.4 At the Annual General Meeting if the number of nominations is equal to the number of vacancies to be filled, or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected.

15.5 If there are insufficient nominations for any position, then the positions shall be declared casual vacancies under clause 16.1

15.6 If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Board.

15.7 Voting shall be conducted in such a manner and by such a method as determined

by the Board from time to time.

16. VACANCIES ON THE BOARD

16.1 Any casual vacancy occurring in the position of Director shall be filled by the remaining Directors from amongst appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

16.2 In addition to the circumstances in which the office of a Director became vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies
- (b) becomes bankrupt or make a composition with his creditors
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the laws relating to mental health.
- (d) resigns his office in writing to the Club
- (e) is absent without the consent of the Board from all meetings from the Board held during a period of 6 months.
- (f) holds any office of employment with the Club without the approval of the Board.
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest.
- (h) in the opinion of the Board (but always subject to this Constitution):
- (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club, or
- (j) has brought the Club into disrepute
- (k) is removed by Special Resolution, or
- (l) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2011 (Clth)

17. MEETINGS OF THE BOARD

17.1 The Board shall meet as often as is necessary for the despatch of business (and shall meet at least as often as is required under the Act). Subject to this Constitution it may adjourn and otherwise regulate its meetings as it thinks fit.

17.2 Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of the directors shall for all purposes be deemed a determination of the Board. All directors shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

17.3 At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four (4).

17.4 Unless all Directors agree to hold a meeting at shorter notice (which shall be

evidenced by their attendance or apology) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than 4 days prior to such meeting.

17.5 The President shall, if in attendance at any Board or General meeting, be the Chairperson. Where the President is not in attendance then the persons present at the meeting shall appoint a Chairperson for that meeting who shall be a member of the Executive.

17.6 A Director must declare any conflict of interest in relation to any matter being discussed at any meeting of the Board, and if the Director casts a vote on any matter in which there is a conflict of interest then that vote shall not be counted.

18 SEAL

(a) The Club may have a Seal upon which its corporate name shall appear in legible characters.

(b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two directors must witness every use of the Seal, unless the Board determines otherwise.

19 ANNUAL GENERAL MEETING

(a) The Club's annual general meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Board.

(b) All General meetings other than the Annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

20 SPECIAL GENERAL MEETINGS

20.1 The Board may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen (15) months elapses between annual general meetings, the Board shall convene a special general meeting before the expiration of that period.

20.2 Requisition by Membership

(a) The Secretary must convene a special general meeting when five (5%) percent of members submit a requisition in writing.

(b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

(c) If the Board does not cause a special general meeting to be held one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three (3) months after that date.

(d) A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.

21 NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Life Member and individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditors and Directors shall also be entitled to receive notice of every General Meeting.

(b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.

(c) At least twenty one (21) days notice of a General Meeting shall be given to those members entitled to receive notice, together with:

(i) the agenda for the meeting ; and

(ii) any notice of motion received from Members entitled to vote.

(d) Notice of every general meeting shall be given in the manner authorised by this constitution.

22. BUSINESS

(a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Board and auditors, the election of directors under this Constitution and the appointment of the auditors.

(b) No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

23. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than thirty five (35) days (excluding receiving date and meeting date) prior to the general meeting.

24. PROCEEDINGS AT GENERAL MEETINGS.

24.1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be 15 of the members present.

24.2 The President of the Board shall, subject to this constitution, preside as chair at every general meeting except:

(a) in relation to any election or which the chairperson is a nominee; or

(b) where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting only.

24.3 Adjournment

(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. 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.

(b) The chairperson may, with 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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(d) Except as provided in clause 24.3 (c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

24.4 At any meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(a) the chairperson, or

(b) a simple majority of the members.

24.5 Unless a poll is demanded under clause 24.4 the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the club's book of proceedings.

24.6 If a poll is duly demanded under clause 24.4 it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

25. VOTING AT GENERAL MEETINGS

25.1 Each individual full member and life member shall be entitled to one vote at General Meetings. No other member shall be entitled to vote.

25.2 When voting at a General Meeting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote then the motion will be lost.

25.3 No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

26. GRIEVANCE PROCEDURE

26.1 The grievance procedure set out in this rule applies to disputes under these rules between a member and:

(a) another member, or

(b) the club

26.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible resolve the dispute within 14 days after the dispute comes to the attention of the parties.

26.3 If the parties are unable to resolve the dispute at the meeting or if a party fails to

attend that meeting, then the parties must, within 10 days refer the dispute for resolution to an independent tribunal established by the Board and agreed to by both parties, in accordance with procedures determined by the Board from time to time.

26.4 The Board may prescribe additional grievance procedures in the regulations consistent with this clause.

27 DISCIPLINING OF MEMBERS

27.1 A complaint may be made to the board by any person that a member of the Club:

(a) has refused or neglected to comply with a provision or provisions of this constitution, or

(b) has wilfully acted in a manner prejudicial to the interests of the association.

27.2 The board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious.

27.3 If the board decides to deal with the complaint, the board:

(a) must cause notice of the complaint to be served on the member concerned, and

(b) must give the member at least 14 days' notice from the time the notice is served within which to make submissions to the board in connection with the complaint, and

(c) must take into consideration any submissions made by the member in connection with the complaint.

27.4 The board may, expel the member from the club or suspend the member from membership of the club, if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.

27.5 If the board expels or suspends a member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the board for having taken that action and of the member's right of appeal under this constitution.

27.6 The expulsion or suspension does not take effect:

(a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or

(b) if within that period the member exercises the right of appeal, unless and until the association confirms the resolution under this constitution

whichever is the later.

28 RIGHT OF APPEAL OF DISCIPLINED MEMBER

28.1 A member may appeal to the association in general meeting against a resolution of the board under Cl.27 within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.

28.2 The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely, for the purposes of the appeal.

28.3 On receipt of a notice from a member under subclause 28.1 the Secretary must notify the board which is to convene a general meeting of the club to be held within 28 days after the date on which the Secretary received the notice.

28.4 At a general meeting of the club convened under subclause 28.3:

- (a) no business other than the question of the appeal is to be transacted, and
- (b) the board and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
- (c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

28.5 The appeal is to be determined by a simple majority of votes cast by members of the association.

29 RECORDS AND ACCOUNTS

29.1 The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or General meeting.

29.2 Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Secretary.

29.3 The Board shall submit the Club's statement of account to the members at the Annual General meeting in accordance with this Constitution and the Act.

29.4 The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

29.5 The Secretary shall cause to be sent to all persons entitled to receive a notice of annual general meeting in accordance with this Constitution, a copy of the statement of accounts, the Board's report, the auditor's report and every other document required under the Act.

29.6 All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instrument and all receipts for money paid to the Club shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised directors or in such other manner as the Board determines.

29.7 The custody of all books, documents and securities of the Club shall be held by the Secretary.

29.8 Any member of the Club shall be entitled to inspect all the books, documents and securities of the Club, which must be open for inspection at any reasonable hour.

29.9 The financial year of the Club shall be the period of 12 months ending on 30th June in each year.

30. INCOME

30.1 Income and property of the Club shall be derived from such sources as the Board determines from time to time.

30.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.

30.3 Except as prescribed in this Constitution of the Act:

(a) No portion of the income or property of the Club shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise to any Member.

(b) No remuneration or other benefit in money or money's worth shall be paid to or given by the Club to any Member who holds any office of the Club.

30.4 Payment in good faith of or to any Member can be made for:

(a) Any services actually rendered to the Club whether as an employee, director or otherwise

(b) Goods supplied to the Club in the ordinary and usual course of operation.

(c) Interest on money borrowed from any Member

(d) Rent for premises demised or let by any Member of the Club; or

(e) Any out-of-pocket expenses incurred by a Member on behalf of the Club

Nothing in sub-clauses 30.2 and 30.3 precludes any payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

31. WINDING UP

31.1 Subject to this Constitution the Club may be wound up in accordance with the Act.

(a) The liability of the Members of the Club is limited.

(b) Every member undertakes to contribute to the assets of the Club in the event of it being wound up while a member, or within one year after ceasing to be a member for payment of the debts and liabilities of the Club contracted before he time at which they ceased to be a member and towards the costs, charges and expenses of winding up he Club, such amount not exceeding one dollar (\$1.00).

31.2 If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to:

(a) A registered charity, or

(b) another organisation that has Objects similar to those of the Club. The organisation must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution. The organisation is to be determined by the Members in general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the

Supreme Court of New South Wales or other court as may be have or acquire the jurisdiction in the matter.

32. ALTERATION OF CONSITUTION

This Constitution shall not be altered except by Special Resolution at a General Meeting of the Club.

33. REGULATIONS

33.1 The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club and Golf in the local area. Such regulations must be consistent with the Constitution and any policy directives of the Board.

33.2 All Regulations are binding on the Club and all Members.

33.3 All clauses, rules, by-laws and regulations of the Club in force at the date of approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

33.4 Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issues by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

34. STATUS AND COMPLIANCE OF CLUB

34.1 The Club is a member of the regional, state and national bodies for golf and is recognised by those bodies as an entity responsible for the delivery of golf within the building industry and is subject to compliance with this Constitution. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer golf in the building industry accordance with the Objects.

34.2 This Constitution clearly reflects the Objects of the region, state and national bodies for golf and to conform to the Constitutions of those bodies, subject always to the Act.

34.3 The Club may not resign, disaffiliate or otherwise seek to withdraw from its regional, state or national bodies without approval by Special Resolution.

35. NOTICES

(a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice be sent by pre-paid post or facsimile transmission, or where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.

(c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

(d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

36. INDEMNITY

(a) Every director and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Club shall indemnify its directors and employees against all damages and losses (including legal costs) for which the director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

(i) In the case of a director, performed or made while acting on behalf of and with the authority, express or implied of the Club, or

(ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.