

**GIN GIN GOLF CLUB INCORPORATED
BY-LAWS**

The following By-Laws are to be read in conjunction with the Rules.

1. DUTIES/RESPONSIBILITIES OF OFFICERS OF THE CLUB

1.1 PRESIDENT

The President shall conduct all meetings in an orderly manner, attend meetings of Sub-Committees as required and carry out such executive duties as may be required.

1.2 VICE PRESIDENT

The Vice President shall assist with and carry out the duties of the President as and when required.

1.3 SECRETARY

The Secretary shall carry out all the duties as set down in the Rules and in addition shall:

- (a) Attend to all inward and outward correspondence
- (b) Maintain a record of all Financial Members
- (c) Show names of all Members on the Membership Board and remove the names of Members who are not financial as at the last day of February each year per Rule 17(d)
- (d) Supply all Financial Members with a copy of any amendment to the Rules or ByLaws that may be adopted from time to time.

1.4 FINANCE DIRECTOR

The Finance Director shall carry out all duties as set down in the Rules and in addition shall:

- (a) Present to each monthly meeting:
 - (i) a current financial statement
 - (ii) a record of ALL payments made since last meeting
 - (iii) a statement of Income/Expenditure for preceding month
- (b) Maintain a record of stock supplied by the House Director

1.5 GOLF DIRECTOR

The Golf Director shall:

- (a) be responsible for all golfing matters
- (b) liaise with Greens Director with regard to course presentation
- (c) be responsible for the production of the Annual Programme Book
- (e) be responsible for the printing of score cards
- (f) be responsible for the conduct of all mens and ladies competitions
- (g) be responsible for the correct application of the Rules of Golf and

By-Law 4 with regard to the conduct of all mens and womens competitions

- (h) be responsible for the correct application of the golflink Handicapping System for all players
- (i) be responsible for the prompt dispatch of all players at the correct tee-off times for all set competitions.
- (j) be responsible for the placement of the mens and ladies tee markers

1.6 HOUSE DIRECTOR

The House Director shall;

- (a) liaise with the Bar Manager concerning the operation of the bar including a monthly stock take
- (b) provide the Finance Director with accurate stock figures as requested
- (c) ensure the premises, furniture fittings etc are maintained in good order
- (d) liaise with other directors and committees so as to organise any necessary catering on specific days and/or events

1.7 GREENS DIRECTOR

The Greens Director shall.

- (a) liaise with the Greens Superintendent with regard to course maintenance and improvement
- (b) maintain a record of all plant/machinery and equipment including dates of repair/replacement
- (c) liaise with the relevant Golf Director concerning the preparation of the course for competition play
- (d) approve ordering of all items required for course maintenance and improvement.

2. DUTIES OF SUB-COMMITTEES

At the first meeting after the Annual General Meeting the Management Committee shall appoint the following Sub-Committees:

2.1 Executive Sub-Committee shall consist of the President, Secretary and Finance Director.

2.2 The Management Committee shall have power to appoint from the Members of the Club the following Sub-Committees:

Finance, Golf, House, Greens and others as considered necessary

2.3 Such Sub-Committees shall perform their function within the policy and in accordance with the directions given to it by the Management Committee and each

Sub-Committee shall report to each meeting of the Management Committee the steps and actions taken by it between one meeting of the Management Committee and the next meeting thereof.

2.4. FINANCE

The Finance Committee shall consist of the Finance Director as Chairman. Vice-President and Secretary whose duties shall be:

- (a) to administer and advise on all aspects of Club Finance
- (b) to prepare an Annual projected Budget for the Club to be presented to the January meeting of the Management Committee
- (c) to present a written Monthly Report to the Management Committee.

2.5 GOLF

The Golf Committee shall consist of the Golf Director as Chairman and four (4) other members selected by the Golf Director from those desirous of being on the Committee, whose duties shall be:

- (a) to conduct all competitions
- (b) appoint from their number a Handicap Manager who shall carry out the correct application of the Golf Link Handicapping System and post a listing of current handicaps in the Clubhouse
- (c) to compile a schedule of competitions to be included in the Annual Programme Book
- (d) to carry out the duties of the committee as defined in Rule 33 of the Rules of Golf
- (e) to apply By-Law 4 to all competitions
- (f) to arrange trophies for all competitions
- (g) to appoint delegates to attend District meetings as required
- (h) to present a written Monthly Report to the Management Committee
- (i) to provide the Finance Committee with an estimated cost budget for the year by the 31st of December

2.6 HOUSE

The House Committee shall consist of the House Director as Chairman and four (4) other members. selected by the House Director from those desirous of being on the Committee, whose duties shall be;

- (a) to be responsible for the general conduct and operation of the Clubhouse
- (b) to be responsible for carrying out maintenance, alterations and cleaning of the Clubhouse
- (c) to present a written Monthly Report to the Management Committee
- (d) to provide the Finance Committee with an estimated cost budget for the year by the 31st of December

2.7 GREENS

The Greens Committee shall consist of the Greens Director as Chairman and four (4) other members, selected by the Greens Director from those desirous of being on the Committee, whose duties shall be:

- (a) to be responsible for the maintenance of the course and greens

- (b) to be responsible for carrying out all alterations and improvements to the course
- (c) to present a written Monthly Report to the Management Committee
- (d) to provide the Finance Committee with an estimated cost budget for the year by the 31st December.

3. NOMINEE

To comply with the requirements of the Liquor Act [1992] as amended, the Club shall appoint an eligible member to be Nominee for the time being and from time to time in respect of the licence or permit held or to be sought by the Club,

In the conduct of business on premises to which a licence or permit relates, the Nominee in respect of the licence or permit that relates to the premises;

- (a) is responsible for ensuring that liquor is supplied or had in possession on the premises only in accordance with the authority conferred by the licence or permit and
- (b) is subject to the obligations imposed by the Liquor Act [1992] as amended on the licensee or permittee and
- (c) is liable as a licensee or permittee for an offence against the Liquor Act [1992] as amended or any failure to perform any such obligation.
- (d) No liquor shall be sold or supplied or consumed on the Club premises on any days or during such hours, or sold or supplied or permitted to be consumed by such persons, as are prohibited by Act of Parliament or lawful proclamation.
- (e) No person under eighteen [18] years of age shall be admitted a Member of the Club, and no liquor shall be supplied to any person under eighteen [18] years of age.
- (f) No remuneration shall be made to employees which is calculated on commission for sale of liquor - Refer Rule 4.6

4. CONDITIONS OF COMPETITION

The following conditions shall apply to ALL set competitions.

- (a) All competitions and matches are to be played on the date set down in the Programme, unless otherwise determined by the Golf Committee,
- (b) All ties in Championship and Honour Board events shall be decided by play-off, as soon as practicable after completion of the event, at a time to be set by the Golf Committee, All other tied competitions shall be determined by Count Back,
- (c) No competitor shall be eligible to win any trophy unless the appropriate Subscription Fee is paid in accordance with Rule 8
- (d) Competitions including the Approach, Pin Shot will be open to all visitors, unless otherwise defined in the programme.
- (e) Rules and conditions of play for all novelty events shall be displayed for the information of players.
- (f) Time Sheets may be used to determine order of play in events as directed by the respective Golf Committee.

- (g) Junior Members shall be eligible to play in Club competitions on obtaining a Club handicap and demonstrating a knowledge of the Rules and Etiquette of Golf to the respective Golf Committee,
- (h) Restricted Members shall be ineligible to play in Fixture Book Competitions but shall be eligible to play an unrestricted number of social games in any one calendar year. Refer Rule 6.3
- (i) The Club Championships shall be played over 4 rounds of 18 holes or as otherwise determined by the Golf Committee.
- (j) To be eligible to play in the Club Championship, players must have a current official A.G.U. or W.G.A. handicap.
- (k) DISPUTES concerning the game of golf must be reported to the Golf Committee as soon as practicable after the completion of the competition, unless otherwise required under the Rules of Golf.

5. MOTORISED BUGGIES

(a) Players wishing to use motorised buggies on the course must obtain prior approval of the Golf Director, who shall determine each application, after taking into consideration the prevailing condition of the course and the suitability of the buggy.

(b) Players operating motorised buggies on the course must at all times ensure that no damage is caused to the course and that no interference is caused to other players on the course.

6. DRESS REQUIREMENTS

Minimum dress requirements both in the Clubhouse and on the Course shall be determined and publicised by the Management Committee and shall be reviewed on a regular basis.

7. BEHAVIOUR

All Classes of Members shall at all times while within the Clubhouse or on the Course, behave in such manner that will not be detrimental to the harmony or goodwill of the Club, and in particular shall not take any action to make any statement which will be derogatory to any other Member of any Class.

8. ANIMALS

Dogs and other animals shall at all times be excluded from the Clubhouse and Golf Course,

9. BAR AREA

The Bar Area is to be defined in accordance with Licensing Commission requirements at all times

10. BALL COLLECTION

Collection of balls on the Course shall be controlled by the Management Committee who shall appoint collectors as and when required. There shall be no more than two (2) collectors at any one time. The collectors are to return collected balls to the House Director for processing.

11. VISITORS

Members of all Classes shall have the privilege of introducing friends to the Club. Friends so introduced shall, subject always to veto by the Management Committee, enjoy privileges of the Club as the Member's guest. As such the introducing Member will see that the Official Visitors Book is signed and the appropriate information is entered therein. The Member introducing a visitor to the Club shall remain with such visitor during his or her attendance and shall be responsible for the conduct of such visitor.

12 MEMBERSHIP PROCESSES

12.1 NOMINATIONS AND APPLICATIONS

(a) The Secretary shall forthwith record the nomination form with the date and time, and in order of its receipt by the Club

[b] Particulars of all proposals for Memberships (other than for Honorary or Temporary Membership of the Club shall forthwith upon the receipt of same, [such entry setting forth the full name and address of the person proposed and the time and date of receipt by the Secretary of the proposal and, every proposal shall, subject to Rule 7 be dealt with and determined in the order of priority in which it is so received.

[c] The names and addresses of the persons proposed as Members (other than Honorary or Temporary Membership) of the Club shall be displayed in a conspicuous place in the Club premises for at least seven [7] days before their election.

[d] All proposals for Membership (other than Honorary or Temporary Membership) of the Club shall be dealt with and determined by the Management Committee at the next Meeting following receipt of the application and be recorded in the minutes of such meetings

(e) The Secretary of the Club will advise of admission of each and every person proposed as a Member at such meeting, and the names of the persons so proposed and whether they are accepted as Members or not.

[f] For the purpose of enquiring with respect to the person proposed and dealing with such proposal with particular reference to whether there is a vacancy in the Class of Membership for which the proposal is made the decision thereon may be postponed for no longer than three (3 months).

PROVIDED THAT.

(i) The vacancy in respect of which the proposal is to be dealt with and determined is kept open during the period of postponement and

(ii) The postponed proposal is dealt with and determined forthwith upon the expiration of the period of postponement thereof and in priority to any and every proposal then subsisting or thereafter to be made.

[iii] Candidates for Membership shall be regarded as Honorary Members from the day nomination is received by the Secretary until the date of election.

(g) The period of Honorary Membership shall not be less than seven (7) days

during which time the proposer and seconder shall see that he or she attends the Club, and meets as many Members as possible.

(h) Any applicant who receives a majority of votes of the Officers of the Management Committee present at the meeting at which such application is being considered shall be

accepted as a member of the class of Membership applied for.

(i) Upon 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.

(j) Every elected member shall be deemed to agree to be bound by the Rules of the Club and the payment of the nomination fee and or appropriate Subscription fee shall be conclusive evidence of such agreement.

(k) The Management Committee shall have the right to reject any application for membership. The applicant shall have a right of appeal against rejection by the Management Committee of any application for membership via the processes outlined in Rule 7 and Rule 9

(l) The appellant shall not be entitled to be represented by Solicitor or Barrister or other agent

(m) Forthwith after the expiration of the said 1 month if the person has failed to appeal or if his appeal has failed forthwith after the General Meeting the person concerned shall lose all rights and privileges of the Club

12.2 MEMBERS SUBSCRIPTION FEES

[a] Every Member shall pay in advance the appropriate Annual Subscription Fee subject to provisions of Rule 9 and Rule 15 (i) decided by the Members at the preceding Annual General Meeting.

[b] Upon payment of such subscription, each Member shall be issued with a Membership Card showing his or her name and the date to which he or she is financial.

[c] The membership year shall commence on the 1st day of February and end on the 31st day of January in each year.

12.3 POWER TO WITHDRAW OR RESIGN

Any member wishing to withdraw from the Club shall give notice in writing prior to the end of the financial year. Should the Member wish to withdraw during the year he or she shall give one [1] months notice in writing to the Secretary of his or her intention to do so and upon expiration of the notice his or her name shall be removed from the Register of Members. A Member withdrawing during the year shall continue to be liable for any annual subscription fee or levy due and unpaid under Rule 8 at the date of such resignation. Any Member having discharged his or her liabilities to the Club and wishing to rejoin may be proposed and balloted for in accordance with Rule 7. The Management Committee, may at their discretion, remit any associated nomination fee or part thereof.

12.4 SUSPENSION / TERMINATION OF MEMBERSHIP

[a] The Management Committee shall have the power to reprimand, suspend or expel any member who, in the Club premises or elsewhere, is in the opinion of the Management Committee, guilty of conduct derogatory to the character of a gentleman or lady or prejudicial to the interests of the Club.

A member shall not be suspended from the privileges of membership under this rule for a period longer than six [6] months.

(b) A member shall not be dealt with by the Management Committee under this provision, except upon a charge or complaint made in writing to the Secretary, Under this provision:

- [1] Management Committee only shall deal with matters of Termination:
and
- [2] Sub Committees may deal with matters of suspension or reprimand

[c] Any person so reprimanded, suspended or expelled shall have the right of appeal within 1 month of receipt or written notice of reprimand, suspension or expulsion to a Special General Meeting. Such written notice shall inform such person of this right of appeal under this rule. Such appeal shall be in writing signed by the appellant. Upon receipt by the Secretary of the appeal, a Special General Meeting shall be called by the Secretary in accordance with Rule 9 and the appellant shall be entitled to all Club privileges until such appeal is determined. Such appeal shall be deemed lost unless upheld by a majority of the total of Life and Ordinary Members present to vote at the meeting.

(d) The appellant shall not be entitled to be represented by Solicitor or Barrister or other agent

(e) Forthwith after the expiration of the said 1 month if the person suspended, or expelled has failed to appeal or if his appeal has failed forthwith after the Special General Meeting. the person concerned shall lose all rights and privileges of the Club during the period of his suspension or expulsion, and the Secretary shall certify in writing to the District Golf Associations, and to the Golf Queensland and Golf Australia, the name of the member suspended or expelled and the period of suspension.

13 MEETINGS

13.1 The Management Committee shall meet at least once every calendar month to exercise its functions.

13.2 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 or 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.

14 ANNUAL GENERAL MEETINGS

14.1 The Annual General Meeting of the Club shall be held in the first seven [7] days of December to conduct business in accordance with Rule 15

14.2 All notices of motions to be moved at an Annual General Meeting shall be given to the Secretary' in writing at least twenty-one [21] days prior to such meeting. The Secretary shall include the proposed motions in the notice convening the meeting-

14.3 The Annual General Meeting of the Club shall be convened only on notice in writing posted in the Clubhouse and, in addition, by posting of a Public Notice in the Newspapers at least fourteen (14) days prior to the date of the meeting. Such notices shall state the business to be considered at such meeting.

15 COMMITTEE MEMBER HONORARY

No Officer of the Club shall receive any remuneration for his or her services as such Officer PROVIDED HOWEVER that any Officer shall be remunerated for any expenses properly incurred by him or her by direction of the Management Committee.

16 RIGHTS, PRIVILEGES & RESPONSIBILITIES OF MEMBERS

16.1 RIGHTS OF MEMBERS PERSONAL

The rights, privileges and responsibilities of each and every Member of the Club shall be as defined by this Constitution, and such rights, privileges and responsibilities shall be personal to each and every Member depending on that Member's Class of Membership, and shall not be transferable to his or her own act or by operation of law.

16.2 RIGHTS OF MEMBERS

Subject to the express provisions of this Constitution and to any By-Laws made pursuant to the powers to make the same under this Constitution. Members of the Club shall, depending upon the Class of Membership, be entitled at all times to use in common, all the premises, property and facilities of the Club and to be supplied at such charges as the Management Committee shall from time to time determine with such meals, refreshments, facilities and things as are provided by the Club for the use of its Members depending upon the Class of Member concerned, provided that no Member of the Club shall depending on his or her Class of Membership be entitled to any benefit or advantage from the Club which is not shared equally by every other Member within his or her Class of Membership.

16.3 RESTRICTIONS

(a) No persons other than Life Members and Ordinary Members who have paid all their dues, shall be entitled to be elected as Officers of the Club or be eligible to vote at any General Meeting of the Club, but in all other respects, every Member shall be entitled, subject to any by-Laws for the time being in force, to all rights and be subject to all the duties of the Members of the Club depending upon the class of Membership of the persons concerned.

[b] Certain competitions designated by the golf committee shall be restricted to

Members with an A.G.U. or W.G.A. handicap.

16.4 FORFEITURE OF RIGHTS

All persons ceasing to be Members whether by retirement, expulsion, death, neglect to pay annual subscription fees, or any other amounts due to the Club, or for any other good and sufficient reason shall, ipso facto, there upon forfeit all rights to or claim upon the Club or any of its property or to any of the rights and privileges or Membership of the Club.

17 GENERAL FINANCE

17.1 The income and property of the club must be used solely in promoting the club's objects and exercising the club's powers 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 Club 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 or her to the Club or otherwise owing by the Club to him or her or of remuneration to any officers or servants of the Club or to any Member of the Club or other person in return for any services actually rendered to the Club provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to a Member for out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Club or reasonable and proper rent for premises demised or let to the Club

Note: Gin Gin Golf Club holds Public Liability insurance to the value of \$10M

I, (Mr/Mrs/Miss/Ms)Date of Birth: / /
(PLEASE PRINT)

Residential Address:..... Post Code.....

Postal Address:.....Post Code:.....

Phone No:..... Occupation:.....

EMAIL:.....

Previously a Member of.....Club (G/Link No).....

Name of Captain or Referee:..... Contact No:.....

and my current Australian Handicap is[verifying letter attached/to be provided]

wish to apply for Membership of Gin Gin Golf Club Incorporated as

6.2 Ordinary Member

6.3 Limited Member

6.4 Honorary Member

6.5 Temporary Member

6.6 Junior Member

6.8 Country Member

6.7 Social Member

Proposer: (Mr/Mrs/Miss/Ms).....Membership No:.....
(being a financial Life/Ordinary Member) (PLEASE PRINT)

Seconder: (Mr/Mrs/Miss/Ms)..... Membership No:.....
being a financial Life I Ordinary Member) (PLEASE PRINT)

I, the above person, agree to accept such nomination and to abide by the Rules and By-Laws of Gin Gin Golf Club Incorporated.

In accordance with Rule 7.3 [A nomination form stating full name, address and occupation shall be given to the Secretary together with the appropriate Nomination Fee and Subscription Fee calculated by the Management Committee. The Secretary shall forthwith record the nomination form with the date and time, and in the order of its receipt by the Club] please find attached full payment of the appropriate Nomination and Subscription Fees.

Amount:\$ ReceiptNo;

Signature Nominee:..... Date: / /

Signature Proposer:..... Date: / /

Signature Seconder: Date: / /

We the Nominator and Seconder accept the responsibilities accorded under By-law 12.1(g) [shall not be less than seven (7) days during which time the proposer and seconder shall see that he or she attends the Club and meets as many Members as possible.

FORM GGGC -2
FORM OF NOMINATION FOR CHANGE OF CLASS OF MEMBERSHIP

Note: Gin Gin Golf Club holds Public Liability insurance to the value of \$10M

I, (Mr/Mrs/Miss/Ms)Date of Birth: / /
(PLEASE PRINT)

Residential Address:..... Post Code.....

Postal Address:.....Post Code:.....

Phone No:.....Occupation:.....

Am currently a Member of Gin Gin Golf Club (G/Link No).....
(Class)

Incorporated and wish to apply to change to

Membership of the Club

6.2 Ordinary Member

6.5 Temporary Member

6.8 Country Member

My current Australian Handicap is(H/caper).....

Proposer: (Mr/Mrs/Miss/Ms)..... Membership No:.....
(being a financial Life/Ordinary Member) (PLEASE PRINT)

Seconder: (Mr/Mrs/Miss/Ms)..... Membership No:.....
being a financial Life I Ordinary Member) (PLEASE PRINT)

I, the above person, agree to accept such nomination and to abide by the Rules and By-Laws of Gin Gin Golf Club Incorporated.

In accordance with Rule 5.8 and 7.3 A nomination form stating full name, address and occupation shall be given to the Secretary together with the appropriate Nomination Fee and Subscription Fee calculated by the Management Committee. The Secretary shall forthwith record the nomination form with the date and time, and in the order of its receipt by the Club] please find attached full payment of the appropriate Nomination and Subscription Fees.

Amount:\$

ReceiptNo;

Signature Nominee:..... Date: / /

Signature Proposer:..... Date: / /

Signature Seconder: Date: / /

We the Nominator and Seconder accept the responsibilities accorded under By-law 12.1(g) [shall not be less than seven (7) days during which time the proposer and