

Updated 23.10.2018

CONSTITUTION OF LAUNCESTON GOLF CLUB LIMITED

Definitions

1. In this Constitution -

“Board” means the Board of Directors constituted as provided in clauses 56 and 60 herein.

“Club” means The Launceston Golf Club Limited.

“Director” means a member of the Board of Directors.

“Law” means the Corporations Act 2001 and all amendments thereto.

“Member” means a Full Member, Life Member or a Restricted Member as hereinafter defined.

“Post” means any form of postage, including but not limited to mail delivered by Australia Post, other courier providers or electronic means.

Name

2. The name of the Company is the “Launceston Golf Club Limited”.

Registered Office

3. The Registered Office of the Club is to be situated at 27-99 Opossum Road, Launceston in the State of Tasmania.

Objects of the Club

4. The objects for which the Club is established are:

- (a) To promote the game of golf and other athletic sports and pastimes, and to encourage social interaction between Members of the Club.
- (b) To maintain and conduct a golf club for the accommodation of the Members of the Club and their friends, and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club.
- (c) To acquire by purchase, lease, or otherwise golf links and grounds at Launceston or elsewhere in or near the said Launceston, and to lay out, prepare and maintain the same for golf or other athletic sports or pastimes, and to build or otherwise provide clubhouses, dormitories, pavilions, dwelling-houses and bungalows, workshops, sheds, and other conveniences in connection therewith, and to furnish, alter, enlarge, repair, uphold and maintain the same, and to permit the same to be used by Members and employees of the Club and others, either gratuitously or for payment.
- (d) To acquire by purchase, lease, or otherwise any other lands, buildings, tenements or hereditaments situate contiguous or near to the golf links and grounds, clubhouse and premises of the Club, and such as may be deemed by the Club likely to advance or benefit either directly or indirectly, the interests of the Club.
- (e) To manage, improve, cultivate and maintain all or any part of the lands, buildings, tenements and hereditaments of the Club, and to demise, underlet, exchange, sell, or otherwise deal with and dispose of the same, either together or

- in portions, for such considerations as the Club may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.
- (f) To purchase, hire, make or provide and maintain all kinds of motor cars, furniture, plate, linen, glass, books, papers, periodicals, stationery, billiard tables, cards, games, tools, implements, machines, utensils and other things required or which may be conveniently used in connection with the links and grounds, clubhouse and other premises of the Club by persons frequenting the same, whether Members of the Club or not.
 - (g) To buy, prepare, make, supply, sell, and deal in all kinds of golf clubs and balls, and all apparatus used in conjunction with the game of golf and other athletic sports and pastimes; and all kinds of liquors, provisions and refreshments required or used by the Members of the Club or other persons frequenting the links, grounds, clubhouse or premises of the Club.
 - (h) To hire and employ all classes of persons considered necessary for the purposes of the Club and to pay them and to other persons in return for services rendered to the Club salaries, wages, gratuities, and pensions.
 - (i) To promote and hold, either alone, or jointly with any other association, club or persons, meetings, competitions and matches for the playing of golf or any other athletic sports or pastimes, and to offer, give or contribute towards prizes, medals and awards therefore, and to promote, give or support dinners, balls, concerts, and other entertainments.
 - (j) To establish, promote, or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club. Provided that no subscription be paid to any such other association or club out of the funds of the Club, except bona fide in furtherance of the objects of the Club.
 - (k) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Club or its employees, or may be connected with golf; to give pensions, gratuities, or charitable aid to any person who may have served the Club, or relatives of such persons; to make payments towards insurance; and to form, and contribute to provident and benefit funds for the benefit of any persons employed by the Club.
 - (l) To invest and deal with the moneys of the Club not immediately required, upon such securities and in such manner as may from time to time be determined.
 - (m) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club.
 - (n) To act as trustee for the Members of the Club and as such trustee to receive and hold money in trust for them and therewith to purchase, hold in trust for and supply to the Members of the Club intoxicating liquors, tobacco and other things.
 - (o) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.
5. The income and property of the Club whence so ever derived must be applied solely towards the promotion of the objects of the Club as set forth in this Constitution and no portion thereof will be paid or transferred directly or indirectly by way of dividend bonus or otherwise to the Members of the Club provided that nothing herein contained will prevent the payment in good faith of remuneration to any officers or servants of the Club or to any Member of the Club in return for any services actually rendered to the Club or for goods supplied in the ordinary or usual way of business.

Liability to Members and Winding-Up

6. The liability of the Members is limited.
7. Every Member of the Club undertakes to contribute to the assets of the Club in the event of its being wound up while they are a Member, or within one year afterwards, for the payment of the debts and liabilities of the Club contracted before they ceased to be a Member and the costs, charges and expenses of winding up, and for the adjustment of the right of the contributories among themselves, such amount as may be required, not exceeding ten dollars.
8. If, upon the winding up or dissolution of the Club, there remains after satisfaction of all its debts and liabilities any property whatsoever the same must not be paid to or distributed among the Members of the Club but must be given or transferred to some other institution or institutions having objects similar to the objects of the Club and whose Constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Club under or by virtue of clause 5 hereof such institution or institutions to be determined by the Members of the Club at or before the time of dissolution and in default thereof by application to the Supreme Court for determination.

Membership

9.
 - (a) The Club comprises of not more than one thousand (1,000) Full & Life Members or such greater number as the Members of the Club may determine in a General Meeting of Members of the Club.
 - (b) In addition, the Club comprises of such number of Restricted Members as the Board may from time to time determine.
10. A right, privilege or obligation of a person by virtue of their membership of the Club:
 - (a) is not capable of being transferred or transmitted to another person; and
 - (b) terminates upon the cessation of membership whether by death, resignation or otherwise.
11. Any person who has attained the age of eighteen (18) years is eligible to become a Full Member of the Club.
12. Members of the Club comprise of:
 - (a) Full Members being Members who are entitled to use the facilities of the Club on any day available to Members.
 - (b) Life Members being any person who, being already a Member of the Club, and in consideration of valuable special services rendered to the Club and on recommendation of the Board has been elected at any General Meeting of the Club to Life Membership without any special payment. A 75% majority of those present and voting will be necessary for the election of Life Membership. Every Life Member is entitled to all rights and privileges of a Full Member of the Club without payment of an annual subscription.

- (c) Restricted Members being all other Members as prescribed by the Board in the by-laws.

The Board may establish such categories of Restricted Members as they deem appropriate from time to time and in so doing can determine what rights to the course, clubhouse & other (non-golf) facilities attach to such categories and what subscriptions are payable by such Restricted Members in their absolute discretion.

Restricted Members are not entitled to vote at General Meetings of Members or be elected or appointed to the Board.

13. With the exception of Life Membership, membership of the Club is on a subscription year basis.
14. A membership register is to be kept in the office of the Club setting out the full name and address of each Member, the category of membership of that Member and the date to which such Member's subscription has been paid.

Admission for Membership

15. Every application for membership must be made in writing signed by the candidate and by the proposer and seconder and addressed to the General Manager of the Club. Applications for membership must be in such form as the Board may from time to time determine.
16. The candidate will be proposed when the General Manager posts the application on the Club notice board at least seven (7) days preceding the day on which the candidate comes up for election.
17. Members must be elected by the Directors at a meeting of the Board.
18. Every candidate for election as a Member must be proposed by one Member and seconded by another Member.
19. Any omission from or inaccuracy in the particulars relating to, or the description of, any candidate can render the election voidable at the discretion of the Board.
20. A candidate for election will not be elected if a majority of Directors dealing with the election vote for the exclusion of that candidate.
21. Elections will be held on such days and between such hours and in such manner as the Board will from time to time determine and the decision of the Board as to whether any candidate has been elected or not will be final.
22. Candidates who have been excluded at an election will not, without the majority consent of the Board, be proposed again for election within a period of twelve (12) months.
23. Every application for membership must be accompanied by payment of the fees applicable to

the membership classification. The fees paid must be refunded to the candidate in the event that the candidate is not admitted for membership.

24. On the election of a candidate to membership the General Manager must notify the Member of their election in writing and must notify such Member of the amount of subscription payable and the due date for payment.

Entrance Fees & Subscriptions

25. The Board will determine the amount of the entrance fee, annual subscription & instalment terms for all Members. The Board must give notice to the Members not later than 30 days before the end of the subscription year of the subscription rate applicable for the following subscription year.
26. The Board may from time to time offer an aged-based discounted annual subscription to such Members as the Board can in their discretion determine.
27. All annual subscriptions will be payable on such date and in such a manner as will be determined by the Board.
28. The entrance fee is payable by a new Member on admission to membership of the Club and such payments must accompany the application for membership.
29. The first subscription payable by a new Member and being either the amount of the annual subscription or part thereof and being from the date of admission to membership to the end of the current subscription year will be payable immediately upon election or at such time as the Board will otherwise determine.
30. A Member elected after the commencement of a subscription year will be obliged to pay only a rateable proportion of the annual subscription in respect of that year calculated according to the time remaining in that subscription year.
31. Upon the payment of the entrance fee and the first annual subscription or such part of the annual subscription as may be payable hereunder an elected candidate will become a Member of the Club with such rights of membership as are appropriate to the category of membership to which the candidate was elected **PROVIDED THAT** in the event of a candidate failing to make all such payments as may be due and payable by that candidate within the time required for payment then the Board may cancel such election to membership.
32. The Board may in its discretion refuse to accept any annual subscription or any instalment thereof which is tendered more than two (2) months after the due date for payment thereof unless such subscription is accompanied by an additional amount equal to 5% of the total subscription payable for each calendar month or part thereof during which the same will have remained unpaid after the expiration of the said period of two (2) months.
33. The name of any Member whose subscription or any instalment thereof has remained unpaid for six (6) calendar months from the date upon which such subscription or instalment became payable may at the discretion of the Board be struck from the register of Members of the Club. The Board must notify such Member of the removal of that Member's name from the register of

Members by notice in writing sent to that Member by ordinary Post. The Board may in its discretion reinstate the Member to the register of Members if the Member makes payment of all sums then due and if the Board are satisfied that there was reasonable cause for such non-payment.

34. No Member whose subscription or instalments thereof is in arrears for a period exceeding one (1) month after the due date for payment thereof will be entitled to compete for any prize or vote at any meeting of Members until such arrears have been paid.
35. Notwithstanding anything hereinbefore contained in this Constitution, at a meeting of the Board called for that purpose, at which at least five (5) Directors must be present and vote, the Board may upon the majority vote of all Directors present at that meeting refuse to accept the annual subscription tendered by any Member and such Member will immediately upon the expiration of the year for which their current subscription has been paid cease to be a Member of the Club. The Board will be under no obligation to state reasons for such refusal and no right of action will accrue to such Member by reason of such refusal.
36. The Board may make any special or other arrangement with any Member leaving the State to suspend payment of the subscription or reduce the amount thereof during a Member's temporary absence from the state for any period exceeding six (6) months, or illness or incapacitation supported by medical certificate.

Resignation of Membership

37. Any Member may resign their membership of the Club at any time by notice in writing to that effect addressed to the General Manager and received by the Club and upon payment of all amounts then due by such Member for subscriptions, fees or other sums owing by them to the Club they will thereupon cease to be a Member.
38. Any person who resigns from membership of the Club may re-apply for membership at any time. Such person may be readmitted to membership of the Club upon such terms and conditions as the Board may deem fit.

Expulsion of Members

39. If any Member willfully refuses or neglects to comply with this Constitution or any by-laws or regulations made hereunder or in the opinion of the Board be guilty of dishonourable or objectionable conduct or behave in a manner which is derogatory or prejudicial to the interests of the Club, the Board may cause to be served on such Member a notice requiring such Member to show cause why their membership of the Club should not be suspended or cancelled. Such notice will require the Member to attend a meeting of the Board to be held at such time as specified in such notice and should contain a copy of the complaint against such Member. Such Member will be entitled to give evidence thereat by themselves or by witnesses as to the action complained of and to address the meeting thereon. If at such meeting a majority of those Directors present decide that the Member has failed to show cause then the Board may either suspend that Member from membership of the Club for such period as the Board may determine or cancel the membership of that Member in which event the Member will forfeit all rights of the membership.

40. In the event that the membership of any Member is cancelled pursuant to clause 39 herein then that Member will be eligible to re-apply for membership of the Club upon the expiration of two (2) years from the date of cancellation of membership with such application for re-admission of membership to be made and dealt with in the same manner as for the re-application for membership of a former Member of the Club (clause 38).

Administration

41. The affairs and management of the Club are to be managed by the Board.
42. The Board:
- (a) will control and manage the business affairs of the company;
 - (b) may, subject to this Constitution, exercise all such powers and functions as may be exercised by the Club, other than those powers and functions that are required by this Constitution to be exercised by General Meetings of Members of the Club;
 - (c) subject to the Law and this Constitution, will have power to perform all such acts and things as appear to the Board to be necessary for the proper management of the business and affairs of the Club;
 - (d) may appoint all such Committees and Sub-Committees they deem being necessary for the running of the Club and may prescribe the powers and functions thereof. Such Committees and Sub-Committees may be drawn from:
 - (i) the Board
 - (ii) Members of the Club
 - (iii) persons not Members of the Club having special skills relevant to the purpose for which the Committee or Sub-Committee is appointed. A person so engaged will not be entitled to vote at meetings of the Committee or Sub-Committee upon which that person may be serving.
 - (e) are empowered with the authority to make local rules in accordance with the guide lines set down by the Royal and Ancient Golf Club of St. Andrews or as otherwise directed by the governing bodies of golf in Australia.
43. Five (5) Directors present will form a quorum at any meeting of the Board.
44. If a quorum is not present within 30 minutes from the time appointed for the meeting the meeting of the Board will lapse for want of a quorum but may be adjourned by the Directors present to such other day as they may determine upon and notice of such adjournment must be given to all Directors.
45. The Board will be responsible for appointing a General Manager upon such terms and conditions as to remuneration, hours and duties as the Board may determine. The General Manager must carry out all such instructions as they may from time to time receive from the Board as to the conduct of the Club's business and will be responsible for notifying Directors of meetings of the Board.
46. The Board must hold not less than eleven (11) meetings per calendar year at such time and place as the Board may determine. Full and correct minutes of all resolutions and proceedings of meetings of the Board must be entered in a book to be kept for that purpose.

47. The President or in absence of the President, the Captain, and in the absence of both another Director will act as Chairman at all meetings of the Board.
48. All meetings of the Board will be called by the President or by the General Manager upon instruction from the President or in the absence of the President from the Captain. In the absence of special circumstances at least forty eight (48) hours notice of meetings must be given to Directors.
49. The President and/or the Captain with the unanimous concurrence of at least two (2) Directors may deal with any special urgent business and report thereon at the next meeting of The Board.
50. The President, or in the absence of the President the Captain, must cause a meeting of the Board to be called upon the written requisition of any two Directors.
51. Any Director not attending any meeting of the Board for a period of six (6) consecutive meetings, unless they have been granted leave of absence by the Board, will cease to be a Director.
52. The Board must cause true accounts to be kept of:
 - (a) the assets of the Club;
 - (b) any sums of money received or expended by the Club and the matters in respect of which such receipt or expenditure takes place; and
 - (c) the assets and liabilities of the Club.
53. It is the duty of a Director who is any way directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Club to declare the nature of their interest at the meeting of the Board at which the contract or arrangement is first taken into consideration if their interest then exists or in any other case at the first meeting of the Board held after the acquisition of their interest provided that a general notice by a Director to the effect that they are a member of any specified company or firm and is to be regarded as interested in any contract which may after the date of such notice be made with that company or firm must be deemed to be a sufficient declaration of interest in relation to any contract so made. A Director is not entitled to vote in respect of any contract or transaction in which they may be directly or indirectly interested or upon any question arising in connection therewith and may not take part in the actual affixing of the company seal to and/or sign any deed, document or instrument giving effect to evidencing or in any way relating to any such contract, transaction or agreement.
54. It is also the duty of a Director who holds any office or possesses any property the holding of which office or the possession of which property might whether directly or indirectly create duties or interests in conflict with their duties or interests as a Director of the Club to declare at the first meeting of the Board held after they become a Director (or if they are already a Director) at the first meeting of the Board held after they commenced to hold any office or possess any property as aforesaid the fact of their holding such office or their possession of such property and the nature, character and extent of the conflict.

Officers Bearers

55. The officer bearers of the Club are:

- (a) A President;
 - (b) A Captain.
56. All officer bearers are to be elected at an Annual General Meeting for a term of two (2) years but will be eligible for re-election.
57. All nominations for vacancies for office bearers must be made by notice in writing signed by two Members who are either Full or Life Members making the nomination and by the Member nominated and lodged with the General Manager at least fourteen (14) days before the meeting at which such vacancies are to be filled and the General Manager must forthwith post such nomination on the Club notice board so that such nomination is posted on the Club notice board for not less than seven (7) days prior to the Annual General Meeting at which the election is to be held.
58. In the event of a casual vacancy for office bearers, notwithstanding the provisions of clause 57 the Board may appoint an eligible Member of the Club to fill the vacancy until the next Annual General Meeting.

Board of Directors

59. The Board of Directors consists of:
- (a) The Officer Bearers of the Club, and
 - (b) Six (6) other eligible Members, all of whom will be elected at an Annual General Meeting.
60. Each Member referred to in clause 59(b) will be elected to serve a term of three (3) years and will retire in rotation but will be eligible for re-election.
61. Every nomination for a vacancy on the Board must be made by notice in writing signed by two Members who are either Full or Life Members making the nomination and by the Member nominated. The nomination must be lodged with the General Manager at least fourteen (14) days before the meeting at which the vacancy is to be filled and the General Manager must forthwith post such nomination on the Club notice board so that such nomination is posted on the Club notice board for not less than seven (7) days prior to the Annual General Meeting at which the election is to be held.
62. In the event of a casual vacancy occurring in the Board notwithstanding the provisions of clauses 59(b) and 61 herein the Board may appoint an eligible Member of the Club to fill the vacancy until the next Annual General Meeting when the position is to be declared vacant and a Director to be elected by the Members to serve the remainder of the term of the Director who retired to create the casual vacancy.

Election of Officer Bearers & Directors

63. If the number of candidates duly nominated or eligible for election as Officer Bearers or Directors of the Club does not exceed the number required to be elected, the candidates nominated will at the Annual General Meeting be declared elected but if the number of candidates so nominated for election to any Office or Directorship in any case exceed the number required to be elected, a ballot must be taken and conducted in the following manner:

- (a) the Board will fix the time not less than seven (7) days before the Annual General Meeting for the opening of the ballot which will close at noon on the day of the Annual General Meeting;
- (b) such person as may be named by the Board will be the returning officer for the purposes of the ballot;
- (c) the returning officer will be provided with a ballot box which will be locked by them and placed, on the opening of the ballot, in the Club premises to receive ballot papers;
- (d) a ballot paper showing the names in alphabetical order of the candidates nominated for each vacancy in respect of which an election is necessary will be prepared by the Board;
- (e) each Member who is entitled to vote at meetings of the Club in terms of clauses 70 and 76 of this Constitution will be entitled to vote at the ballot and any such Member will be entitled upon request either in person or in writing to receive from the returning officer a ballot paper. If so required, the returning officer must Post the ballot paper to the Member;
- (f) every Member voting must vote on the ballot paper so delivered or posted to them by voting for each candidate listed on the ballot paper in order of preference by consecutive numbers commencing with the number one and each Member must vote for the full number of candidates required to be elected in each case otherwise that Members vote will not be counted;
- (g) the ballot paper must be deposited by the Member in the ballot box but in the case of a Member exercising an absentee vote, the ballot paper must be placed in a sealed envelope marked "Ballot Paper" and enclosed in another envelope signed on the inside by the voter and addressed to the Returning Officer and then sent by Post or handed to the Returning Officer. The Returning Officer on receipt of the envelope must forthwith deposit it in the ballot box;
- (h) the ballot box or boxes must immediately after the time fixed for the closing of the ballot be removed by the Returning Officer and be opened in the presence of two scrutineers, both of whom will be appointed by the Board and the counting of votes will proceed;
- (i) the Returning Officer must report in writing the result of the ballot to the Chairman of the Annual General Meeting who will announce the result and declare the candidates up to the number required to fill the vacancy or vacancies receiving the most votes duly elected;
- (j) in the case of an equality of votes for any vacancy or vacancies, the Chairman of the Annual General Meeting may exercise a casting vote.

Annual General Meeting

- 64. A General Meeting of Members of the Club must be held once in each calendar year and such meetings will be called "the Annual General Meeting". Subject to the Law the Annual General Meeting must be held within five (5) months [or any other timeframe as detailed in amendments to the Law] of the end of the financial year at such time and place as the Board may determine.
- 65. The Annual General Meeting will be in addition to any other general meetings which may be held in the same year.
- 66. The Annual General Meeting must be specified as such in the notice convening it.
- 67. At least twenty-one (21) days notice of the Annual General Meeting must be given by notice in writing by the General Manager to Members and will be sufficiently given if posted on the

Club notice board. All Full & Life Members must be provided with a copy of the notice of meeting and Annual Report not less than twenty-one (21) days before the date of holding the Annual General Meeting.

68. The ordinary business of the Annual General Meeting will be:
 - (a) to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
 - (b) to receive from the Board, the Auditor and Employees of the Club reports on the transactions of the Club during the last preceding financial year (the Annual Report);
 - (c) to elect Office Bearers & Directors of the Club.
69. The Annual General Meeting may transact special business of which at least twenty-one (21) days notice in writing signed by two (2) Full and/or Life Members has been given to the General Manager. Notice of such special business must be posted on the Club notice board at least fourteen (14) days before the date for the holding the Annual General Meeting.
70. Only Full and Life Members are entitled to vote at an Annual General Meeting of the Club.

Special General Meetings

71. All General Meetings other than the Annual General Meeting will be called Special General Meetings.
72. The Board may, whenever it thinks fit convene a Special General Meeting of the Club.
73. The Board must, on the requisition in writing of not less than thirty (30) of Full and/or Life Members of the Club convene a Special General Meeting. Such requisition made by Members to call a Special General Meeting must state the business to be transacted at the meeting to be called and must be signed by the requisitionists and deposited at the registered office of the Club.
74. Upon receipt of the requisition, the Board must proceed to convene a Special General Meeting within twenty-one (21) days following receipt of such notice or requisition and cause such meeting to be held within twenty-eight (28) days thereafter. Notice of such Special General Meeting, specifying the time and place at which it will be held, and the business to be transacted thereat must be posted on the Club's notice board and sent to each Full and Life Member of the Club at least twenty-one (21) days before the date of the meeting.
75. No business can be transacted at any Special General Meeting except that of which notice has been given as aforesaid.
76. Only Full and Life Members are entitled to vote at a Special General Meeting of the Club.

Business and Quorum at General Meetings

77. All business that is transacted at Special General Meetings and all business that is transacted at the Annual General Meeting, with the exception of that specifically referred to in this Constitution as being the ordinary business of the Annual General Meeting is deemed to be special business.

78. Twenty-one (21) Full and/or Life Members personally present (being Members entitled to vote thereat) constitutes a quorum for the transaction of the business of a General Meeting.
79. No item of business is to be transacted at a General Meeting unless a quorum of Members entitled under these rules to vote is present during the time when the meeting is considering that item.
80. If within thirty (30) minutes after the appointed time for commencement of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of Members, must be dissolved and in any other case, it will stand adjourned to a time, date and place as will be fixed by the Chairman provided notice is given as in the case of the original meeting.
81. The President will preside at all General Meetings of the Club. In the absence of the President, the Captain will preside. In the absence of both the President and Captain the meeting will elect a Chairman from amongst those Full and Life Members present.
82.
 - (a) The Chairman of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place and to place, but no business can be transacted at an adjourned meeting other than the business which was to be transacted at the original meeting.
 - (b) Where a meeting is adjourned for twenty-eight (28) days or more notice of the adjourned meeting must be given in the same manner as that which was required for the original meeting, and
 - (c) Where a meeting is adjourned for less than twenty-eight (28) days it will not be necessary to give any notice of such adjournment or of the business to be transacted at the adjourned meeting.
83. A vote at a General Meeting of the Club will be determined on a show of hands and unless before or on the declaration of the result of the show of hands a poll is demanded, a declaration by the Chairman that a resolution has, on a show of hands been carried, or carried unanimously or carried by a particular majority, or lost, and an entry to that effect in the minute book of the Club is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
84. Upon any vote at a General Meeting of the Club, any Full and/or Life Member will have one (1) vote only. Restricted Members are not entitled to a vote.
85. In the case of an equality of voting, the Chairman of the meeting may exercise a second or casting vote.
86. If at a meeting a poll is demanded it must be taken at that meeting in such manner as the Chairman may direct subject to clause 88 and the result of the poll will be deemed to be the resolution of that meeting on that question.
87. A poll that is demanded on the election of a Chairman, or on a question of adjournment must be taken forthwith and a poll that is demanded on any other question can be taken at such time before the close of the meeting as the Chairman may direct.
88.
 - (a) In the determination of all business at a General Meeting of Members, votes may be given either personally or by proxy.
 - (b) The instrument appointing a proxy must be in writing under the hand of the Appointor.

No person can be appointed a proxy who is not a Member of the Club or qualified to vote.

- (c) The instrument appointing a proxy must be deposited at the registered office of the Club not less than twenty-four (24) hours before the time for holding the meeting at which the person named in such instrument proposes to vote.
- (d) Any instrument appointing a proxy must as nearly as circumstances allow, be in the following form:

"I, _____ of _____ being
 a Member of the Launceston Golf Club Limited and being entitled to vote at
 General Meetings thereof hereby appoint _____ of
 _____ or failing them
 of _____ as my proxy to vote for me and on my behalf at the
 general Meeting of the Club to be held on the _____ day
 of _____ and at any adjournment thereof.

As witness my hand this _____ day of _____ 20.. ."

Accounts and Records

- 89. True accounts must be kept of:
 - (a) all sums of money received and expended by the Club and the matter in respect of which the receipt of all expenditure takes place, and
 - (b) the property credits and liabilities of the Club.
- 90. The General Manager of the Club must faithfully keep all general records, accounting books and records of receipts and expenditure connected with the operations and business of the Club in such form and manner as the Board may direct.
- 91. The accounts, books and records referred to in clauses 89 and 90 herein must be kept at the registered office of the Club or at such other place as the Board may determine.

Banking and Finance

- 92. The General Manager of the Club will, on behalf of the Club receive all moneys paid to the Club and forthwith after the receipt thereof issue official receipts therefor.
- 93. The Board must cause to be opened with such financial institution as the Board select, a banking account in the name of the Club into which all moneys received must be paid by the General Manager as soon as possible after receipt thereof.
- 94. The funds of the Club must be applied in accordance with the budget approved by the Board subject to any directions that may be given from time to time by the Board.
- 95. All monies withdrawn by the Club must be by cheque(s) drawn upon its banker, signed by such persons as the Board may determine, by a banker's authority signed by such persons as the Board may determine, or by electronic means by such persons as the Board may determine.

96. Surplus funds of the Club may be invested by the Board at its discretion. No Director will be answerable for any loss which may arise from any such investment or from any cause except from wilful neglect or default.

General Manager

97. The General Manager is answerable to the Board and will be responsible for:
- (a) keeping full and correct minutes of all General Meetings of the Club and or meetings of the Board and must produce them at all meetings of either the Club or the Board.
 - (b) keeping a list of all Members, their addresses, the date of their respective election and such other details as required by the Board.
 - (c) keeping the accounting records of the Club.
 - (d) preparation and control of budgets.
 - (e) efficient management of both course and clubhouse.
 - (f) direct control of staff and the issue of any instructions to staff.
 - (g) the care and maintenance of the assets of the Club.
 - (h) ensuring that the affairs of the Club are conducted in the most efficient manner possible.
 - (i) ensuring that all reasonable requests by Members are carried out.
 - (j) any other duties required by the Board from time to time.

Addresses & Service of Notices

98. Members must advise change of addresses (including e mail) to the General Manager who will use such information to update the Member's records.
99. All notices posted to or left at the last known address of a Member will be deemed to have been duly delivered to that Member.
100. Any notice sent by Post will be deemed to have been served at the expiration of seventy-two (72) hours after the envelope or wrapper containing the same is posted and in proving such service it will be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and stamped and put into the Post Office. A notice of meeting sent by electronic means is taken to be given on the business date after it is sent.
101. The signature to any notice to be given by or on behalf of the Club may be written or printed.

Rules & By-Laws

102. The Board may from time to time make, alter and repeal such rules and by-laws as they deem necessary or expedient or convenient for the proper conduct and management of the Club and in particular but not exclusively may make such rules and by-laws regulating:
- (a) the amount of entrance fees and annual subscription payable by Members;
 - (b) the terms and conditions upon which honorary guests, children of Members of the Club or visitors may be permitted to use the premises and property of the Club;
 - (c) the times of opening and closing the golf course, grounds, clubhouse and premises of the Club or any part thereof;
 - (d) the rules to be observed, and prizes or stakes to be played for by Members of the Club playing in any games on the premises of the Club;

- (e) the prohibition of particular games on the premises of the Club entirely or at any particular time or times;
- (f) the conduct of Members of the Club in relation to one another and in relation to the Club's employees;
- (g) the setting aside of the whole or any part or parts of the Club's premises for any particular Members at any particular time or times and for any particular purpose or purposes;
- (h) the imposition of fines for the breach of any by-law or any of the clauses of this Constitution;
- (i) any other matters relating to the administration and management of the Club which will not be inconsistent with this Constitution.

103. The Board must adopt such means as are reasonable to bring to the notice of Members of the Club all such rules, by-laws and any amendments or additions thereto and all such rules and by-laws so long as they are in force will be binding on all Members of the Club PROVIDED THAT any such rule or by-law may be set aside by a resolution of Members of the Club passed at a General Meeting of the Club.

Reservation of Course for Championships & Tournaments

104. The Board may, at such times as the Board may determine, allow any recognised golf council, union or association or any other organisation, for the purpose of conducting National, Interstate, Intrastate or District Golf Championships and Tournaments, the sole or partial use of all or any part of the Club's property as the Board may determine to the exclusion, if necessary, of Members of the Club not competing in such Championships and tournaments for periods not exceeding fourteen (14) consecutive days. Notice of such reservation must be posted on the Club notice board at least seven (7) days prior to the first day of the holding of such Championships or Tournaments.

Reciprocity

105. The Board may enter into reciprocal arrangement with any other golf club whether established inside or outside the state of Tasmania as to privileges to be granted to the members of reciprocal clubs.

Financial Year and Subscription Year

106. The financial year of the Club is the period beginning on the First day of July in each year and ending on the Thirtieth day of June next following. The subscription year of the Club is the period beginning on the First day of October in each year and ending in the Thirtieth day of September next following.

Seal of the Club

- 107. (a) the Board must provide for the safe custody of the seal and the seal must never be used except with the authority of the Board.
- (b) the seal of the Club must not be affixed to any instrument except by the authority of a resolution the Board and in the presence of at least one (1) Director and the General Manager or such other person as the Board may appoint for that purpose. One (1)

Director and the General Manager or such other person as the Board may appoint for the purpose must sign every instrument to which the seal of the Club is so affixed in their presence.

Fund Raising

108. The Board of the Club may issue debentures, debenture stock, bonds or obligations of the Club at any time in any form or manner and for any amount and may raise or borrow for the purposes of the Club any sum or sums of money either upon mortgage or charge on or over any of the property of the Club or on bonds or debentures of otherwise as the Board may think fit.

Sale of Real Property

109. The Board must not without the sanction of Members at a General Meeting of the Club, grant any lease exchange, sell or otherwise dispose of all or any part of the lands or buildings of the Club, PROVIDED THAT no mortgagee or other person advancing money to the Club should be concerned to see that any money advanced by them is wanted for any of the purposes of the Club or that no more than is wanted is raised or borrowed.

Indemnity

110. The Directors of the Club and their respective heirs, executors and administrators are indemnified and saved harmless out of the funds of the Club from and against all charges, costs, losses, damages and expenses which they or any of them will or may incur or sustain in or about the execution of their respective Offices or in or about any contracts or agreements made by them for or on behalf of the Club and in furtherance of the objects of the Club, accept such charges or expenses as are incurred or sustained by or through their own wilful default, and none of them will be answerable for the others of them nor for joining in any receipt for the sake of conformity only, nor for any banker, broker, agent or other person with whom any moneys or effects belonging to the Club have been lodged or deposited for safe keeping or safe custody, sale, investment, transport or otherwise nor for the insufficiency of any security on which any moneys belonging to the Club have been placed out or invested, nor for any other misfortune, loss or damage which may happen in the execution of the respective Offices or in any way in relation thereto, except where the same happens or occurs through their own wilful default or neglect

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