

**TAREE RSL AND GOLF CLUB  
LIMITED**

**ACN 000 995 415**

**ABN 38 000 995 415**

**BY – LAWS**

**Approved By Club Taree Board of Directors 30.01.2018**

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**1. PREAMBLE**

- 1.1 These By-Laws are made by the Board of Directors pursuant to the power conferred upon the Board by Section 104 (b) and Section 105 of the Constitution of the Club.
- 1.2 The Board may alter or repeal a By-Law as it may deem necessary or expedient for the proper conduct and management of the Club.
- 1.3 These By-Laws shall come into force and be duly operative upon a resolution of the Board of Directors of the Club.
- 1.4 These By-Laws are to be read subject to the Constitution of the Club and in the event of any inconsistency, the Constitution of the Club shall prevail.
- 1.5 These By-Laws are binding on each member of the Club in the same manner as if each member had subscribed his/her name thereto.
- 1.6 In these By-Laws the term “the Club” means the Taree RSL and Golf Club Limited.
- 1.7 A copy of the Constitution of the Club is available from the Company Secretary.
- 1.8 In order to promote professionalism and ethical conduct, and to facilitate greater accountability and transparency in all aspects of the club operations, the Taree RSL and Golf Club is committed to the adoption of the ClubsNSW Code of Conduct and its Best Practice Guidelines and the Club Taree Board Charter & Directors Code of Conduct.
- 1.9 The ClubsNSW Code of Conduct and supporting Best Practice Guidelines are to be read subject to the Constitution and By Laws of the Club and in the event of any inconsistency, the Constitution, or By Law, of the Club shall prevail.

**2. CONDUCTING THE GAME OF GOLF**

- 2.1 The cost of maintaining the golf course, and the competitions, shall be borne principally by golf playing members and visitors who pay green fees.
- 2.2 The cost of membership subscriptions shall be as approved by the Taree RSL and Golf Club Limited. The Board of Directors shall be guided by the annual budget, and the previous year’s course operating income and expenditure.
- 2.3 In accordance with the provisions of the Club’s Constitution Part B Section 4 membership of the Club shall be divided into various classes. In order to facilitate the requirements of golfers, membership of golfers shall be consist of the following sub categories:
  - 2.3.1 Ordinary Members being;

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- a) **Playing Members** – any playing member required to pay green fees when playing competition golf, including any competition golf organised by a properly constituted or organised social golf club or group;
- b) **Competition Playing Members** – any playing member required to pay additional green fees when playing competition golf, including any competition golf organised by a properly constituted or organised social golf club or group;
- c) **Social Playing Members** – any playing member, required to pay green fees for casual rounds of golf or competition golf organised by a properly constituted or organised social golf club or group, who cannot play in an organised golf competition requiring an AGU or WGA handicap;
- d) **Country Playing Members**– a member, who is ineligible to win any Club Championship, whose usual place of residence is in New South Wales and is beyond a radius of one hundred (100) kms from the clubhouse or as determined by the Board;
- e) **Colt Playing Members** – a member who is under the age of twenty three (23) years and eighteen (18) years of age or over at the time of joining.

2.3.2 Junior Playing Members under the age of eighteen (18) years at time of joining, or at the commencement of the membership year, or whichever comes first.

2.4 The Club Taree Golf Committee shall organise and run the game of competition golf. Social golf shall be controlled by the CEO in conjunction with the Golf Professional with assistance from the Golf Management Committee as and when required e.g. junior clinics.

2.5 The Club Taree Golf Committee is responsible for costs associated with competitions, such as trophies, incurred in conducting the game of golf. The Club Taree Golf Committee is not authorised to commit the Club to any expenditure outside the specified items.

2.6 Golfers who are not golfing members of this club, and who are golf members of a golf club within a 15 kms radius of this club, shall be required to pay an additional \$5.00 green fee, over and above any other applicable Club Taree competition green fee, when playing in a competition round at Club Taree.

### 3. PRIVATE USE OF GOLF CARTS

3.1 The details of all privately owned carts operated on the Golf Course either by Members or Visitors of the club must be pre-registered prior to their use with the Club and maintained within a register.

3.2 A copy of this register will be available at the Pro-Shop of the club.

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- 3.3 The specific requirements of registration will be embodied in a Registration Form that will be the application to use a private cart on the Golf Course property.
- 3.4 Members who store their golf cart at the Club and who pay an annual fee to do so are subject to a separate written agreement with the Club each year. These agreements are kept in a register at the Club.
- 3.5 Operators of approved/registered carts will observe the following general directions of the Board of Directors.
- a) The cart must be unobtrusive in size and noise and unlikely to cause damage to the course.
  - b) No person other than those nominated may drive the cart.
  - c) A speed limit of not more than 10km/h shall be observed.
  - d) The driver of the cart must not consume alcohol.
  - e) The cart is not be driven or parked within 10 metres of a green.
  - f) Should a breakdown of the cart occur on the course the member will be responsible for its recovery, including any costs that may be incurred by the club.
  - g) The owner will rectify any damage to the course.
  - h) Where practicable the cart shall be driven on formal paths or designated areas.
- 3.6 The applicant must acknowledge that they have read, understood and agree to observe by law 3.5 regarding the use of a cart.
- 3.7 A report received by the Chief Executive Officer that a member has infringed any of the above rules or acted in a manner deemed prejudicial to the interests of the Club will be dealt with under the terms of the Disciplinary Committee as provided for in the Constitution.
- 3.8 The Board of Directors reserve the right, on recommendation of the Club Taree Golf Committee to cap (limit) the number of private carts approved for use on the course.
- 3.9 The Board of Directors reserve the right to establish a fee for the use of private carts used on the golf course.

## **4. BOARD OF DIRECTORS ELECTION PROCEDURE**

- 4.1 The process of election to the Board of Directors is contained in the Club Constitution

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**5. VOTING MATERIAL**

- 5.1 No member shall be permitted to display, or distribute “how to vote” material on or within club premises or grounds for election purposes. This extends to any form of electronic media, including web sites and any form of social media.
- 5.2 To assist members seeking election to the Board of Directors, a candidate profile, including photo, shall be produced for all members appearing on the ballot paper. Such candidate profile to be provided to the Returning Officer prior to the commencement of voting for placement on a suitable notice board.
- 5.3 To ensure members seeking election to the Board of Directors are fully aware of the responsibilities and liabilities of a director, intending candidates shall be required to attend a compulsory Director Pre-Nomination seminar in accordance with the Club Director’s Institute Pathways program.
- 5.4 Clause 5.3 shall not apply to current sitting Directors.
- 5.5 In accordance with sub section 5.3 nominations for the Board of Directors shall not be accepted from persons who failed to attend the pre nomination seminar.
- 5.6 All candidates for the Board of Directors shall be required to complete a statutory declaration advising the Returning Officer of their eligibility for holding a director position.
- 5.7 In addition to clauses 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 all candidates for the Board of Directors are required to sign the Club Taree Board Charter & Directors Code of Conduct before their nomination will be accepted.

**6. USE OF BOARD ROOM**

- 6.1 The Board Room is primarily for the exclusive use of the Board of Directors of the Club.
- 6.2 The President, Directors and Chief Executive Officer or function clients may use the Board Room at any unallocated time by advising the Chief Executive Officer.
- 6.3 The Golf Management Committee and the Taree RSL Sub Branch Committee may use the Board Room for their normal monthly meetings provided the Board Room is not required for use by the Board of Directors.
- 6.4 In situations where all meeting rooms are booked, and in any case only after approval, the Board Room may be booked for use by parties other than the Board of Directors. Such bookings must be recorded in the appropriate booking software.

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**7. CAPITAL EXPENDITURE**

7.1 The Board has established and approved capital expense limits and processes

**8. ROOM HIRE WAIVER**

8.1 To expedite the smooth running of the business the Chief Executive Officer is authorised to determine requests for room hire waiver from organisations and community groups utilising the Club's meeting rooms.

8.2 In determining the value of any room hire waiver, the Chief Executive Officer shall have regard to the organisations or community group's acceptability under the CLUB GRANTS scheme.

**9. CLUB GRANTS**

9.1 All requests for support from organisations and community groups seeking support under the CLUB GRANTS scheme shall be referred to the monthly meeting of the Board of Directors.

9.2 The annual reporting period for funding under the CLUB GRANTS scheme is September to August.

**10. WEBSITE**

10.1 The Chief Executive Officer shall be responsible for developing and maintaining an effective, easy to use Club website. Such website shall include information relating to the Club's many internal clubs.

10.2 To ensure a consistent professional image of the Club within the Community, no internal club shall own or operate its own website. Nor shall any internal club apply for or own any domain name incorporating the words "Taree RSL and Golf Club" , "Club Taree" or any combination thereof.

10.3 Updated information concerning internal clubs may be provided to the Chief Executive Officer, or his nominee, for inclusion on the Club's website.

10.4 The copyright and content of the website is owned by the Club.

**11. DISCIPLINARY COMMITTEE**

11.1 The process of the Disciplinary Committee is contained in the Club Constitution

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### 12. GOLF PRO RATA MEMBERSHIP FEES

- 12.1 In accordance with the provisions of the Club's Constitution Section 70 the Board shall have discretionary power to fix and determine or waive the Entrance Fee chargeable to any member under any special circumstances that may arise.
- 12.2 Golf Club Annual Subscriptions shall be paid annually, half yearly or quarterly in advance. Members choosing to pay by instalments shall have said instalments fall due on the first day of July in each year followed by the last day of September and the last day of December in the same calendar year with the final instalment falling due on the last day of March in the year following. Members wishing to pay by instalments may elect to pay either quarterly or half yearly, or a combination thereof, in advance.
- 12.3 To expedite the acceptance of new members the Board has determined that pro rata golf membership fees shall apply from the month of joining until membership renewals 30<sup>th</sup> June each year.
- a. This means as example, that if membership commenced 8<sup>th</sup> January then the member pays 6/12 months or six (6) months pro rata membership fees
  - b. This means as example that if membership commences 22<sup>nd</sup> September that the member pays 10/12 months or 10 months pro rata membership fees
- 12.4 Golf members choosing to pay by instalments must maintain the first membership classification entered into by them in any year of membership for the remainder of that current year's membership.
- 12.5 Golf members who elect to pay their membership fee by instalments and have their membership cease as a result of non payment of the next instalment within the specified timeframe, shall be required to pay the full outstanding amount for the remainder of the current membership year when seeking renewal of membership within the same membership year.

### 13. HONORARY MEMBERSHIP

- 13.1 In accordance with the provisions of the Club's Constitution Section 41 the Board shall have discretionary power to fix and determine or waive the Entrance Fee chargeable to any member under any special circumstances that may arise.
- 13.2 As a result of service as Secretary Manager to the Taree Golf Club Ltd in excess of 25 years, Mr. Patrick Coleman shall be regarded as an Honorary Member and shall subsequently be relieved of any obligation or liability with respect to the payment of any entrance fee and/or subscription. Such relief shall not extend to any additional fee applicable to the introduction of smart card technology.



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- 13.3 The current Club Professional shall be regarded as an Honorary Member and shall subsequently be relieved of any obligation or liability with respect to the payment of any entrance fee and/or subscription. Such relief shall not extend to any additional fee applicable to the introduction of smart card technology.
- 13.4 Benefits outlined in section 13.3 above shall cease to exist immediately upon the cessation of the Club Professional's contract.
- 13.5 As a result of any cessation of the Club Professional's contract they shall be required to pay any applicable joining fee as well as the required golf and associate category membership fee should he wish to remain a member of the club.
- 13.6 Benefits provided under By Law 13 are not for the benefit of any other persons other than the persons so named, nor is the benefit transferable to any other party.
- 13.7 The elected and current MidCoast Council Mayor, Federal Member of Parliament for Lynne and State Member of Parliament for Myall Lakes shall receive Honorary Membership of Club Taree for the duration they hold that office for the purpose of accessing the Club to attend functions and events as required while holding those roles.

### **14. PARTICIPATION IN CLUB PROMOTIONS**

- 14.1 The eligibility for Directors and any other persons to participate in any promotion is determined by the Terms & Conditions covering that promotion and by the Department of Liquor and Gaming.

### **15. NAMING RIGHTS**

- 15.1 To expedite the smooth running of the business and to ensure that all parties are treated equally, all persons seeking to gain naming rights of an area on the course by the donation and/or sponsorship of trees and or gardens shall be required to make a written submission through the Chief Executive Officer for consideration of the Board of Directors.

### **16. DONATIONS**

- 16.1 To expedite the smooth running of the business the Chief Executive Officer is authorised to determine requests for small donations from schools and other organisations on an annual basis.
- 16.2 In determining the value of any donation, the Chief Executive Officer shall have regard to the school or organisations acceptability under the Club Grants scheme.

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- 16.3 The Chief Executive Officer shall have delegated authority to approve donations by internal clubs to third parties. All internal clubs wishing to donate funds to third parties shall seek approval from the Chief Executive Officer by way of written correspondence and such approval shall not be unreasonably withheld.
- 16.4 All internal club donations must be endorsed by a resolution of the internal club prior to seeking approval from the Chief Executive Officer.
- 16.5 In order to comply with the club's obligation under the Club Grants scheme, all funds to be donated by an internal club are to be made payable to Taree RSL and Golf Club Ltd. The Chief Executive Officer will then provide a club cheque for presentation by the internal club to the desired third party.

**17. SCHOLARSHIPS**

- 17.1 To encourage the pursuit of higher education the Board has determined to offer a study scholarship to a completing Year 12 student from each of the Taree High Schools to attend university.
- 17.2 The value of each scholarship shall be \$2,000.00 per student payable in two equal instalments with the first payment being made in December each year.
- 17.3 Prior to payment of the second instalment the student shall, following completion of the first semester at university, write to the Chief Executive Officer advising of their progress.
- 17.4 Scholarship winners will be selected by the teaching fraternity at the various schools based on the student's achievement and personal circumstances.
- 17.5 Should a recipient of the scholarship program decide to defer their university studies after receipt of the first instalment, no second or additional payment shall be forthcoming

**18. STAFF MEMBERSHIP**

- 18.1 Staff of the Club are not required to be Members of the Club.
- 18.2 Staff participation in voting and other related matters is not permitted in accordance with Section 10 of the Club Constitution and also within the Registered Club Act 1976.

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**19. KOKODA YOUTH LEADERSHIP CHALLENGE**

19.1 To encourage the development of leadership within the youth of the community the Board has determined to provide sponsorship for one local young person to embark on the Kokoda Youth Leadership Challenge (KYLC) run by the RSL and Services Clubs Association on an annual basis to a value not exceeding \$6,000 claimable under Club Grants Category 1.

19.2 The KYLC provides participants with a practical leadership experience based on the achievements and sacrifice of our diggers during the Kokoda campaign. The KYLC should be something young Australians aspire to do. They should also be willing to commit to a rigorous physical training program to ensure they are physically capable of completing the program.

19.3 Selection Process

19.3.1 Age limits for the participants to be in accordance with the RSL and Services Clubs Association guidelines.

19.3.2 Preference will be given to those persons who have a connection with Kokoda, i.e. a relative fought there, they have studied the area as part of Australia history (this must be able to be demonstrated to the selection panel)

19.3.3 Preference will also be given to those persons whose family situation would not normally permit them to have such an experience

19.3.4 They must have an understanding of the role of both the RSL and Club movement and can demonstrate an appreciation of the role of the armed forces in developing Australia

19.3.5 The selection panel must be convinced that the person selected is, or can be, fit enough to handle the experience.

19.4 Consideration – Club

The Club will provide the following:

19.4.1 Personal travel insurance

19.4.2 Return economy airfares between Sydney and Papua New Guinea

19.4.3 The cost of the trek to Kokoda including meals and accommodation

19.4.4 Full documentation on the trip and expectations including examples of medical and clothing requirements

19.5 Consideration – Participant

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- 19.5.1 The total cost to the recipient is about \$500 depending upon current circumstances and the following is not included in the price of the trek:
- 19.5.1.1 Passport – valid for a least six months
  - 19.5.1.2 A temporary visa for entry into Papua New Guinea
  - 19.5.1.3 Costs to obtain medical certificate
  - 19.5.1.4 Anti-malaria medication as prescribed by the participants doctor
  - 19.5.1.5 Personal first aid items
  - 19.5.1.6 Personal camping equipment as detailed in the list provided to the successful candidate

**20. MANAGEMENT AUTHORITY**

- 20.1 To expedite the smooth running of the business the Chief Executive Officer, in accordance with Section 105 of the Constitution, is delegated such powers as may be necessary for the proper day to day running of the Club. Such powers include the authority to negotiate and authorise contracts without prior approval with the exception of those outlined in 20.4 below.
- 20.2 The Executive shall be empowered by the Board to authorise, between Board meetings, any urgent contractual alterations, additions and/or deletion, of which the Executive deem appropriate, outside the delegated authority of the Chief Executive Officer. Such approval to be considered by the Board at the next Ordinary Board meeting.
- 20.3 Significant contract alterations, additions and/or deletions shall be reported by the Chief Executive Officer to the Executive as soon as possible, and this notwithstanding, to the next Ordinary Board meeting.
- 20.4 Contracts involving expenditure of a capital nature shall be dealt with in accordance with Club by Law No 7 – Capital Expenditure.

**21. GREENS DIRECTOR**

- 21.1 At the Board of Directors Meeting in January 2018 the role of Greens Director was determined as no longer required.