



# FORSTER TUNCURRY GOLF CLUB LTD

## By-Laws

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## **FORSTER TUNCURRY GOLF CLUB**

### **By-Laws**

#### **PREAMBLE**

The following By-Laws have been adopted by the Board in accordance with the Forster Tuncurry Golf Club (the "Club") Constitution. Nothing in these By-Laws shall contravene the Constitution or any State or Commonwealth Law.

Enforcement of these By-Laws is empowered by the disciplinary provisions of the Club's Constitution.

The attention of members is particularly drawn to the following rules (By-Laws) and the request that they be strictly observed at all times to comply with the provisions of the Liquor Act and to maintain order and dignity within the Club.

These By-Laws apply equally to members and visitors. Members must ensure that their guests also observe all the rules of the Club.

The General Manager or, in his/her absence, the senior staff member on duty shall be primarily responsible for the management of the Club and any action taken to maintain good order and conduct of Club Members, their guests and visitors shall not be questioned by any individual member.

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# 1 CLUBHOUSE BY- LAWS

## 1.1 Clubhouse Regulations

- 1.1.1. Wearing of metal spiked golf shoes is strictly forbidden within the Clubhouse. Personal property is brought into or stored in the Clubhouse or Locker Rooms at the owner's risk.
- 1.1.2. Golf Buggies must not be brought through the foyer or other entrance (other than the locker room) of the Clubhouse.
- 1.1.3. Golf clubs and golf buggies must not be left in the Clubhouse overnight other than in the locker room or club storage room.
- 1.1.4. Members and guests are requested to treat the Club's property with care and respect. The Club may seek reimbursement of the cost of replacing or repairing damaged property.
- 1.1.5. Personal cheques will not be cashed by Club staff. An ATM machine is provided for the convenience of members, guests and visitors.
- 1.1.6. Club Trading Hours are prominently displayed at the entrance and in the Clubhouse.
- 1.1.7. Members and guests are not permitted behind the bar, in other service areas, or the kitchen.
- 1.1.8. Members and guests are not permitted in the offices or staff administration areas unless invited by Club administrative staff.
- 1.1.9. Other than Club sponsored raffles, no canvassing for donations or selling of raffle or other competition tickets shall be permitted in or about the clubhouse, car parks or course without written permission of the General Manager acting on behalf of the Board.
- 1.1.10. All verbal representations to outside businesses or individuals on behalf of the Club are to be handled by, or with the prior consent of, the General Manager. All applications by the Club or any of its Sections or Sub- Committees for donations, sponsorship, advertising, or any other business must be done through the General Manager. All correspondence representing the Club is to be generated through the General Manager.
- ~~1.1.11. Betting is not permitted on the Club premises unless authorised by the General Manager.~~
- 1.1.12. Rules relating to entry to Gaming Machine areas and the operation of Gaming Machines are clearly displayed and are to be observed in accordance with the *Liquor and Gaming Regulations*.
- 1.1.13. Licensing Regulations relating to the responsible sale and consumption of alcohol are clearly displayed. Members, guests, and visitors are requested to assist the Club staff in the enforcement of those Regulations.

## 1.2 Dress

- 1.2.1 Members, Guests, and Visitors are expected to always exercise good taste and sensible discretion when on the Club's premises. Clothing and footwear must be clean and tidy. If appearance is likely to offend others, then that person risks being refused admission to the Club or asked to leave the Club premises.
- 1.2.2 The dress guidelines are displayed in the Fixture Book, the Conditions of Play, and the Club Website. The Club staff (including the Club's Golf Manager and his staff) have the

authority to enforce the dress code and may refuse any person entry to the Club premises or access to the golf courses.

### **1.3 Children**

- 1.3.1 The following By-laws are subject to the *Registered Clubs Act*, the *Liquor Act*, and the jurisdiction of the Licensing Court under which the Club always operates.
- 1.3.2 The Licensing Court may grant approval to allow members and visitors of the Club who are under the age of 18 years access to areas of the Club premises that would otherwise be restricted.
- 1.3.3 In interpreting the following By-Laws, "responsible adult" means a person of or above the age of 18 years who, in relation to a minor, belongs to one of the following classes of persons:
- A parent, stepparent, or guardian of the minor.
  - The minor's spouse or any person who, although not legally married to the minor, ordinarily lives with the minor as the minor's spouse on a permanent and domestic basis; or
  - A person who for the time being has parental responsibility for the minor.
- 1.3.4 Children under the age of 18 years MUST be always accompanied by a responsible adult. They must not venture into areas in the Clubhouse designated as "restricted zones".
- 1.3.5 The restricted licensed areas including the bar and gaming machines are defined and notices displayed warning that only persons of or above the age of 18 years can enter.
- 1.3.6 Club management is entitled to identify the responsible adult caring for each minor in the Clubhouse.
- 1.3.7 Junior Members who are not on the Club's property for participating in a golf competition must abide by the above By-Laws whilst in the Clubhouse.

### **1.4 Visitors and Guests**

Members introducing a visitor or guest to the Club must:

- a) Upon arrival sign the visitor into the Club using the designated visitors' register.
- b) Be responsible for the conduct and behaviour of the visitor or guest.
- c) Remain with that visitor or guest whilst in the Club; and
- d) Ensure that the visitor or guest leaves the Club premises when the member leaves or ensure that another Member re-signs in that visitor or guest.

### **1.5 Smoking**

- 1.5.1 Smoking anywhere within the enclosed area of the Clubhouse is illegal and will not be tolerated.
- 1.5.2 Smoking is permitted in the designated areas of the Clubhouse.
- 1.5.3 Signage designating smoking and non-smoking areas is displayed in the Clubhouse.
- 1.5.4 Children are not permitted in smoking areas.
- 1.5.5 Food must not be served, taken into or consumed in a smoking area.

## **1.6 Outdoor Areas**

All Members, visitors, guests, and children MUST abide by the By-Laws 1.1 through to 1.5 above when in the defined restricted outdoor areas of the Club.

## **1.7 Parking Areas**

- 1.7.1 The Club's property is private property, and the roads and parking areas are not public roads or public parking areas.
- 1.7.2 Person's parking on Club property do so at their own risk. The Club, its Board, and employees, do not take any responsibility for any damage to a vehicle including damage by golf balls or loss or damage to property in a vehicle.
- 1.7.3 Adjacent to the Club entrance designated reserved parking has been provided for the use of Directors, General Manager, Catering Staff and People with a Disability.
- 1.7.4 Vehicles parking in the "Disabled Parking" spaces must display current authority cards as issued under the NSW Mobility Parking Scheme.
- 1.7.5 Apart from the above reserved spaces, entrances, exits, designated "No Parking" areas, members and visitors may park in the designated parking bays.

## **1.8 Advertising and Notices**

- 1.8.1 All advertising inside and outside the Clubhouse and on the golf course whether of a permanent or temporary nature shall be erected only after the prior permission of the General Manager has been obtained.
- 1.8.2 No notice or placard, written or printed, shall be placed in the Clubhouse or elsewhere on the Club property without the prior approval of the General Manager.
- 1.8.3 Signs and Posters in and around the Clubhouse must not be defaced, damaged or removed by any member, guest or visitor.

## **1.9 Lockers and Storage**

- 1.9.1 Members may request a locker and subject to availability be allocated such at the discretion of the General Manager.
- 1.9.2 The annual fee for the use of a locker or storage area shall be determined by the Board and the fee is payable in advance.

## **1.10 Complaints**

- 1.10.1 All complaints, except hereunder defined, shall be made to the General Manager and, if so, required by him/her, shall be made in writing. The General Manager shall take all necessary action to satisfy the complaints pursuant to Board Policies and Procedures.
- 1.10.2 No member may give any direction to, reprimand or act in an offensive manner to any employee. Such action may result in disciplinary proceedings being brought by the Board.
- 1.10.3 All complaints concerning the General Manager or Duty Manager shall be made in writing to the Club President or Board.

## **2 GOLF AND COURSE BY-LAWS**

### **2.1 Time Sheet**

- 2.1.1 For competition golf refer to the Conditions of Play.
- 2.1.2 Members should familiarise themselves with the operation of the electronic time sheet booking system.
- 2.1.3 The Golf Club Manager and any authorised member of his staff is authorised to enter or move names of members and/or visitors on the time sheets.
- 2.1.4 No member shall alter another member's booking without that member's prior consent.
- 2.1.5 No person shall book in more than four players using the electronic booking system without the consent of Golf Club Manager or Captain.

### **2.2 Course Marshall**

- 2.2.1 A Course Marshall may be appointed from time to time.
- 2.2.2 The person may be a Club Golf Manager, staff member, a director, a member appointed by the Captain, Match Sub- Committee or the General Manager.
- 2.2.3 The Course Marshall has the authority to help speed up play by directing players to speed up their play and catch up to the group in front. If they do not do so within a reasonable time, then one of the following may apply-
  - a) In an event where the players would not be disqualified for doing so, direct the players to pick up their golf balls and move immediately to the next tee; or
  - b) In an event where the players would be disqualified for picking up their golf balls during play, penalise each player two strokes.
  - c) If the players continue to not comply, the Marshall shall direct the players to pick up their golf balls and leave the course. This action means disqualification from the competition and may lead to disciplinary action by the Match Committee or the Board.

### **2.3 Golfers with a Disability**

The Board has adopted the "Modification of the Rules of Golf for Golfers with a Disability" as approved by R & A Rules Limited.

### **2.4 Motorised Golf Carts and Bikes (refer to Conditions of Play)**

- 2.4.1 The use of motorised or electric golf carts (including motorcycles and scooters) is controlled by the Board. Their use may be subject to conditions as set down by the Board from time to time.
- 2.4.2 A set of basic rules of use is published by the Board and cart users must always obey these rules. These rules are displayed on the Local Rules Board and copies of these rules are available from the Administration Office.
- 2.4.3 Golf carts may only be driven by persons holding a current driver's licence (or drivers permit) whilst on the Golf Club property unless authorised by the Golf Manager or the Board.
- 2.4.4 Golf carts must not carry more than two persons at any one time unless the cart is specially designed for the purpose of carrying more than two people.
- 2.4.5 Operators of golf carts, scooters and bikes must always obey any signs or instructions



- denoting prohibited parking, driving or marshalling areas.
- 2.4.6 The tyre dimensions of motorcycles and scooters owned by members, and intended for use on the golf course, must be such that damage to the golf course is minimised. Refer Conditions of Play.
- 2.4.7 When the course is muddy or soft, carts and bikes should be driven on the unmown areas (rough) of the course wherever possible (note that a “track map” is provided in the Pro Shop for the Forster Course).
- 2.4.8 Visitors' golf carts, scooters or bikes shall be subject to the same rules and conditions as apply to members' carts.
- 2.4.9 The Club Manager, General Manager or, in his/her absence, the senior member of the staff on duty, is authorised to order from the course any player observed disregarding these By-Laws relating to golf carts and bikes.
- 2.4.10 The use by any person of a cart or bike on the course or car parks is conditional upon the user of the cart or bike being responsible for any injury to any person, or damage to any property arising out of its use and indemnifying the Club against any claim or action in respect of such injury or damage.
- 2.4.11 Information regarding insurance coverage and claims is available from the Administration Office. Members making a claim under a FTGC's insurance policy are liable for any excess under the policy.

## **2.5 Alcoholic Beverages**

All alcohol beverages **MUST** be purchased from the club. Any alcoholic beverages brought onto the club property by members or visitors may be confiscated.

## **2.6 Collecting Trophies, Prizes and Balls**

(refer to Conditions of Play).

The expiry date for the collection of balls won by members will be after 6 months and unclaimed prizes will expire after 12 months. Members must be responsible for the management of their winnings and claim them in a timely manner.

## **2.7 Missing Partners**

The Starter has the sole right to replace a player missing from the field for whatever reason with another player, if available, so as to maintain a group of four particularly in a 2 Ball or 4 Ball event. (See Conditions of Play).

## **2.8 Reciprocal Clubs**

- 2.8.1 The Club may from time to time enter into reciprocal arrangements with other golf clubs whereby the members of such clubs are entitled to avail themselves of all privileges of membership in consideration of like privileges being extended to Members of the Club by such other golf clubs.
- 2.8.2 Members playing as reciprocal members at a reciprocal club must abide by the agreement signed by the Forster Tuncurry Golf Club and the reciprocal club. These agreements are available at the office.
- 2.8.3 A visiting member from a reciprocal club will not be eligible to win monthly medals, major or honour board events excepting open tournaments,
- 2.8.4 Visitors from reciprocal clubs may play six (6) games as reciprocal members per year at discounted fees exclusive of open day competitions. Members of reciprocal clubs on an extended stay may apply to the General Manager for an extension to the 6-game

- limit.
- 2.8.5 Members wishing to avail themselves of reciprocal privileges must contact the reciprocal club in advance to establish their eligibility and to make a booking.
  - 2.8.6 The reciprocal club may request that you produce your membership card. The Administrative Officer shall provide an introduction if required.
  - 2.8.7 Reciprocal visitors to the Club shall enjoy privileges as described in the relevant reciprocal agreement with their home club.
  - 2.8.8 Reciprocal visitors may participate in open day competitions, without restriction, upon payment of the applicable Members' competition fee.
  - 2.8.9 Persons whose principal place of residence is in the Forster Tuncurry area or Smiths Lake, Bulahdelah, Nambucca, Krambach, Taree, Old Bar, Halliday's Point and Black Head areas are not entitled to reciprocal arrangements.
  - 2.8.10 A list of Reciprocal Clubs is posted on the Club website or is available from the office.

## **2.9 Pets/Animals**

It is strictly forbidden to be accompanied by a pet (or any animal) whilst playing golf in competition times. Guide Dogs and legally authorised Companion Animals are excepted. At all other times, accompanied pets/animals must be under strict supervision.

### 3 CLUB MANAGEMENT AND ADMINISTRATION

#### 3.1 Disciplinary Proceedings

Conducting a Disciplinary Hearing -

- 3.1.1 Disciplinary proceedings will be conducted in accordance with the requirements of the Club's Constitution. The proceedings will be commenced with the sending of a 'notice of charge' letter to the member.
- 3.1.1.1 The Chair of the meeting hearing the disciplinary proceedings has primary control of the disciplinary proceedings. Other members of the Board should only participate as necessary.
- 3.1.1.2 If the member does not appear at the meeting after being given due notice of the meeting, then any written representation by the member which addresses any of the following points is to be taken as the response of the member on that point.
- 3.1.1.3 In the absence of the member and any written representation, the Chair should still be mindful of the procedure set out below.
- 3.1.1.4 If the member does appear at the meeting, the member should be invited into the room and then advised that the following procedure will be followed in the conduct of the disciplinary proceeding:
  - (a) The member may be accompanied by another member as a support person, provided that support person is not a legal representative.
  - (b) The charge is to be read to the member.
  - (c) The member is asked how he/she pleads.
  - (d) If the member pleads not guilty then the Chair should advise the member of the following conduct of the disciplinary proceedings:
    - (i) The Club's witnesses should be called to give their evidence or read a prepared statement.
    - (ii) The member can ask the witnesses any questions, relevant to the matter.
    - (iii) If the complainant or Club witnesses are not present at the hearing, then the member can dispute the statement of complaint orally or in writing.
    - (iv) If the Chair is satisfied that the member is unable to competently articulate his or her defence, for the sake of judicial fairness, the Chair may allow the member's support person to speak on his or her behalf.
    - (v) Once the Club's witnesses have completed their statements, the member can call any witness in his/her defence, including him or herself.
    - (vi) The member and his/her witnesses can be asked questions by the Chair and the other Board members.
    - (vii) Once all the evidence is completed, the member should be asked if he or she wishes to make any summary statement.
    - (viii) The member should be requested to leave the room and then the Board decides whether the charge is proved.
    - (ix) The member should be invited back and advised of the decision. If the member is not guilty, the matter is at an end.
- 3.1.1.5 If the member pleads guilty or if the Board finds the member guilty of the charge, the Chair should advise the member of the range of penalties allowed under the Club's Constitution and then invite the member to make any comment about which penalty should be imposed.
- 3.1.1.6 The member should then be requested to leave the room and the Board then decides

the penalty. The member should then be requested to return to the room to be advised of the penalty. The member should then be informed that the Board's decision will be confirmed as soon as possible in writing to him/her. The Board is not required to give reasons for its decision.

### **3.2 Staff**

- 3.2.1 No employee of the Club should be reprimanded, abused, or threatened by any member, visitor, or other user of Club facilities whether orally or in writing. Any complaint regarding the performance, attitude or action of any staff member should be tendered in writing with a full explanation of the reasons and circumstances to the General Manager within twenty-four (24) hours of any such incident.
- 3.2.2 The Board and Club Management will not tolerate bullying, harassment, or abusive behaviour within the Club premises by or against staff.
- 3.2.3 The General Manager will attend to any complaint promptly if it is a minor matter, but if considered to be of a more serious nature, then the complaint will be referred to the Club President or the Board for direction.

### **3.3 Annual General Meeting**

- 3.3.1 The Club's Annual General Meeting will be conducted in accordance with the *Corporations Act*, *The Registered Clubs Act* and the Club's Constitution.
- 3.3.2 Unless otherwise determined by the President, the agenda for the Annual General Meeting shall include:
  - a) Opening and welcome
  - b) Apologies
  - c) Minutes of previous Annual General Meeting
  - d) Business arising
  - e) Annual Reports
  - f) Auditor's Report
  - g) Appointment of Auditor (if there is a vacancy in the office of Auditor)
  - h) Ordinary Resolution approving Directors' expenses for the forthcoming year
  - i) Special Resolutions (if any)
  - j) Other business of which due notice has been given to members.
  - k) Questions on notice from members
  - l) Declaration of results of the election of Office Bearers and Directors
  - m) General business – questions, comments, and recommendations without notice.

### **3.4 Election of Board of Directors**

#### **3.4.1 Annual Election**

- 3.4.1.1 The annual election of Directors shall be by a secret ballot of eligible members in accordance with the Registered Clubs Act, the Registered Clubs Regulations and the Constitution of the Club.
- 3.4.1.2 The Board may, at any time, engage the services of a professional electoral consultant or company to perform, or assist in performing, any or all the duties of the Election of the Board of Directors and the Returning Officer or assistants.
- 3.4.1.3 In accordance with section 30C(3) of the Registered Clubs Act, the Club, the Board or a committee of the Club may allow a person entitled to, to vote by electronic means.
- 3.4.1.4 The Board and the Club shall comply with all requirements that may be imposed by the provisions of the Registered Clubs Act, The Registered Clubs Regulations, and the Constitution of the Club.

#### **3.4.2 Notice of Election**

Notice of the Election shall be published in accordance with the Club Constitution prior to the Annual General Meeting inviting nominations of candidates from eligible members as described in the Constitution of the Club. The Notice shall be published at least two (2) days prior to the date scheduled for the opening of nominations (see subparagraph 3.4.3 hereof).

#### **3.4.3 Election Timetable**

Unless otherwise determined by the Board the timetable for the election process will be as follows:

- 3.4.3.1 Nominations open forty-two (42) days prior to the AGM;
- 3.4.3.2 Nominations close at 5pm twenty-four (24) days prior to the AGM;
- 3.4.3.3 The close of roll of members entitled to vote shall close at 5pm twenty-four (24) days prior to the AGM;
- 3.4.3.4 Voting period shall commence at 9am on or about ten (10) days prior to the AGM (the Returning Officer will determine the precise commencement day and time depending upon appropriate competition golf days during the time leading up to the date of the AGM);
- 3.4.3.5 Voting period closes at or about 5pm two (2) days prior to the AGM giving the Returning Officer sufficient time to undertake vote counting prior to the AGM).

#### **3.4.4 Returning Officer and Assistant Returning Officers**

- 3.4.4.1 The Returning Officer and at least two assistant returning officers shall be appointed by the Board. Candidates for office are ineligible to be appointed.
- 3.4.4.2 The Returning Officer is responsible to ensure that the Election procedure is fair, secure and confidential. The Returning Officer's duties include:
  - a) Supervise the issue the Notice inviting nominations from candidates;
  - b) Approve the design of the ballot paper;
  - c) Proofread the instructions issued to eligible members;
  - d) Supervise the manning of polling sites and distribution of ballot papers;

- e) Secure and supervise the return of the ballot boxes;
  - f) Ensure the voting papers are secure and kept confidential until they are counted;
  - g) Examine the votes for validity against a list of eligible voters supplied by the General Manager from the Register of Members.
  - h) Count the votes with the help of the two (or more) assistants appointed by the Board.
  - i) Keep the results confidential until the declaration of the results of the ballot and the election at the Annual General Meeting.
- 3.4.4.3 The Board may, at any time, appoint a Nominations Committee to ensure all nominations are valid and that members are fully informed to exercise their right to vote. Candidates for election are ineligible for appointment to the Nomination Committee.

### **3.4.5 Nominations**

- 3.4.5.1 To be eligible, a candidate, cannot accept nomination until that person declares in writing that he or she is willing to undertake education and training for club directors as mandated by the *Registered Clubs Amendment (Training) Regulation 2013*.
- 3.4.5.2 A candidate nominated must be a Full Playing Member or Life Member of at least twelve (12) months standing immediately prior to the date of the nomination to be eligible. A candidate is ineligible if under suspension from the Club or has at any time been convicted of a criminal offence or is an undischarged bankrupt.
- 3.4.5.3 Nominations must be on the authorised form obtainable from the Registered Office and must be signed by two (2) nominators who must have been financial Playing Members or Life Members over the preceding 12 months and by the nominee who shall signify his or her consent to the nomination and acknowledge that:
- a) He/she will devote such time as is necessary to carry out the duties of a Director of the Club; and
  - b) He/she has read the Constitution and By-Laws of the Club and agrees to be bound by the Constitution and related By-Laws if elected and agrees to provide full and true disclosure of any matter that may be construed as a conflict of interest.
- 3.4.5.4 Candidates must include a typewritten profile including qualifications and experience not exceeding one A4 sheet of paper with his/her nomination. The Club reserves the right to reject the Nomination if any material submitted is, in the Board's opinion, defamatory or is likely to mislead or deceive eligible voting Members. The profiles will be published on notice boards, and the Club's website.
- 3.4.5.5 All nominations (with profiles) must be completed in accordance with the instructions and lodged on or before the date and time at the place fixed by the notice calling for nominations.
- 3.4.5.6 Candidates are eligible to stand for nomination for more than one position.
- 3.4.5.7 The order of seniority for election to office as a Director of the Company Board of eight (8) is President (Chair of the Board); Vice-President; Captain

(Chair of Golf Match Committee); Treasurer (Chair of Finance Committee); and four (4) Ordinary Directors.

- 3.4.5.8 If a member is elected to a senior office that member shall be eliminated from the ballot for any other junior office.
- 3.4.5.9 The Secretary will as soon as practicable after receiving a nomination, check the completeness of the nominations and the nominee's eligibility. The Secretary will then post notification of such nomination (together with nominee profile) on the Club Notice Boards and on the Club website.
- 3.4.5.10 If at the close of nominations, the number of candidates nominated for any office is the same as or less than the number to be elected to that office, no ballot for that position on the Board shall be required.

### **3.4.6 Conducting the Ballot**

The procedures for conducting the ballot for Board positions are as follows:

- 3.4.6.1 The Returning Officer will determine by lot the order in which candidates' names appear on the ballot paper. Candidates for election must be offered the opportunity to witness the draw.
- 3.4.6.2 Postal voting is not available.
- 3.4.6.3 Electronic voting (By-Law 2024-05)
  - 3.4.6.3.1 If Under By-law 3.4.1.2 the board engages a professional electoral consultant and the process for voting is by electronic means then electronic voting as follows.
  - 3.4.6.3.2 All timelines remain in place as for physical voting.
  - 3.4.6.3.3 The Returning Officer must arrange for the preparation of the ballot paper in a form convenient for electronic access and voting that otherwise conforms with the Club's Constitution.
  - 3.4.6.3.4 The Returning Officer may distribute the required materials by electronic means. That may be by sending a link to materials so that they can be accessed electronically.
  - 3.4.6.3.5 The Returning Officer must conduct the electronic voting so that the probity of voting is assured but how a particular member votes remains a secret.
  - 3.4.6.3.6 The Returning Officer must provide each member who is entitled to vote with access to electronic voting in the ballot according to the Returning Officer's chosen system so that member has the alternatives of voting electronically via the internet:
    1. On their own internet connected device (computer, tablet or smart phone), or
    2. at any of the Club's approved (licensed) premises during normal trading hours using a terminal there - and if required by the member, with the assistance of a trusted individual or of the Returning Officer's off-site help desk facility accessible by email or telephone.
  - 3.4.6.3.7 If there is any inconsistency or unforeseen circumstance, the inconsistency or circumstance is resolved by the Returning Officer who must act reasonably in the interests of the wider membership of the Club and achieving a fair process. Any determination by the Returning Officer under this provision must be promptly notified in writing to the Chairperson with full details.
  - 3.4.6.3.8 If the GM or the Board raise any concern about the integrity of

the process or the impact of the process on the convenience of members wishing to vote, then the Returning Officer must consider the concern and take such action as the Returning Officer reasonably determines to address the concern, having regard to the Club's Constitution and this By-law. The Returning Officer must promptly report in writing to the Board with details of the concern, the Returning Officer's determination and reasons.

- 3.4.6.3.9 If the election outcomes are not challenged, the Returning Officer must have all of the records in relation to the ballot destroyed within 30 days of the AGM. Pending destruction the Returning Officer must take all reasonable precautions to protect the secrecy of how individual members have voted.
- 3.4.6.3.10 This By-law is adopted pursuant to Rule 30 of the Club's Constitution and the Registered Clubs Act and Registered Clubs Regulations to facilitate the annual election of the Board pursuant to Rule 30.1.
- 3.4.6.4 The ballot will close at 5 pm on the day falling two days prior to the date of the Annual General Meeting or as otherwise determined by the Returning Officer.
- 3.4.6.5 Each Members must complete the online ballot paper exactly in accordance with the instructions for it to be a valid vote.
- 3.4.6.6 An electronic vote once submitted cannot be retracted or amended.
- 3.4.6.7 Voting results shall be decided by the standard preferential method of counting by the Returning Officer with prior nominated assistants.
- 3.4.6.8 In the event of an equality of votes in favour of two (2) or more candidates, lots shall be settled by random draw by election software.
- 3.4.6.9 In the event of only one nomination being received for a position as stated in By-Law 3.4.5.10, the Returning Officer shall declare that person or those persons elected in accordance with By-Law 3.4.6.10.
- 3.4.6.10 The Returning Officer shall declare the results of the ballot to the Annual General Meeting and will announce the names of the candidates elected and their respective position on the Board.



## 4 MEMBERSHIP AND SUBSCRIPTIONS

### 4.1 Membership Classification

#### 4.1.1 Full Playing Members

Pursuant to Rule 10.4 of the Constitution, the Board has determined that the Full Playing Member classification will be divided into four sub-classifications:

- a) Gold.
- b) Silver Plus.
- c) Silver; and
- d) Bronze.

The objective of this Board decision is to allow a flexible fee structure for Full Playing Members. The four sub-classifications will have all the rights and privileges of Full Playing Members as prescribed within the Constitution.

Under each classification, the Membership Annual Subscription, Bar or Golf shop Credits, Rewards allocation, green fees, and cart hire fees will be determined by the Board from time to time and published on the Club's Website and listed in the Membership Price Schedule.

Numbers in each Membership Category may be capped from time to time. Whilst any category cap is active members can still make an application (with supporting justification) to transfer their membership into a capped category. The Board will view each application on its merit and make a determination.

A cap on numbers in Bronze is currently in place. (see 4.1.1d).

The Board has determined that the following special features will apply:

#### a) **Gold**

This sub-classification is designed for members who are playing on average two or more games of golf per week..

#### **Gold Members' Benefits include:**

- a) Unlimited Golf rounds
- b) The lowest green fees and cart hire fees.
- c) The highest bar and golf shop credit as a reward for payment of Annual Subscriptions prior to the start of the subscription year 1<sup>st</sup> March annually. (halved if paying monthly)
- d) 10% Members Discount in Buko's Bistro
- e) Increased allocation of Rewards for purchases using their membership card.
- f) Invitation Passes for five (5) rounds of golf (9 or 18 holes). This excludes competition fees and irrigation levy (\$5.50 + \$2) which remain payable
- g) The highest (12.5%) Members Discount in the Golf-Shop & Bar (conditions apply)
- h) Cart Storage entitlement (when available)
- i) Mi-Club benefits e.g. online booking
- j) Mi Score benefits (Club provision for online scoring of members)
- k) Reciprocal playing rights
- l) Voting rights

**b) Silver Plus**

This sub-classification is designed for members who choose to play an average of two rounds of golf per week.

**Silver Plus Members' Benefits include:**

- a) Unlimited golf rounds
- b) Lower green fee and cart hire fees than all adult sub-classifications other than Gold;
- c) A shop and bar on time credit as a reward for payment of Annual Subscriptions prior to the start of the subscription year 1<sup>st</sup> March annually. (halved if paying monthly)
- d) A 10% Members Discount in the Bar and Golf-Shop (conditions apply)
- e) A 10% Members Discount in Buko's Bistro
- f) Rewards for purchases using their membership card.
- g) Cart Storage entitlement (when available)
- h) Mi-Club benefits e.g. online booking
- i) Mi Score benefits (Club provision for online scoring of members)
- j) Reciprocal playing right
- k) Voting rights

**c) Silver**

This sub-classification is designed for members who choose to play golf throughout the year on a regular basis.

**Silver Members' Benefits include:**

- a) Unlimited Golf rounds
- b) Low green fee and cart fees (Fees are lower than Bronze but higher than Silver Plus or Gold)
- c) A shop and bar on time credit as a reward for payment of Annual Subscriptions prior to the start of the subscription year 1<sup>st</sup> March annually. (halved if paying monthly)
- d) A 10% Members Discount in the Bar and Golf-Shop (conditions apply)
- e) A 10% Members Discount in Buko's Bistro
- f) Rewards for purchases using their membership card.
- g) Cart Storage Entitlement (when available]
- h) Mi-Club benefits e.g. online booking
- i) Mi Score benefits (Club provision for online scoring of members)
- j) Reciprocal playing rights
- k) Voting rights

**d) Bronze**

This sub-classification is designed for members who are playing fewer games of golf throughout the year. The numbers of members allowed in this category is 300.

**Bronze Members' Benefits include:**

- a) A reduced Annual Subscription.
- b) Unlimited golf rounds (with a higher fee scale after 25 games). A round of golf is calculated as any game of golf on the course of 9 or 18 holes.

- c) A shop and bar on time credit as a reward for payment of Annual Subscriptions prior to the start of the subscription year 1<sup>st</sup> March annually. (halved if paying monthly)
- d) 10% Members Discount in Bar and Golf-Shop (conditions apply)
- e) A 10% Members Discount in Buko's Bistro
- f) Mi-Club benefits e.g. online booking
- g) Mi Score benefits (Club provision for online scoring of members)
- h) Reward Points for purchases using their membership card.
- i) Voting rights

Reciprocal Rights are not available to Members in this Sub-classification.

Cart Storage entitlement is only available to present users and is not available to new Bronze applicants.

#### **4.1.2 Intermediate #2 Playing Member**

Pursuant to Rule 10.7(e) of the Constitution a member under this classification is a person who has attained the age of twenty-four years (24) years but who has not attained the age of thirty- five (35) years as at 28 February in the year in which he/she applies for or renews Intermediate #2 Playing Membership or transferred from another category of Ordinary Membership.

##### **Intermediate #2 Members' Benefits include:**

- a) Unlimited Golf rounds
- b) Low green fee and cart fees (Fees are lower than Bronze but higher than Silver Plus or Gold)
- c) A 10% Members Discount in Bar & Golf-Shop (conditions apply)
- d) A 10% Members Discount in Buko's Bistro
- e) Rewards for purchases using their membership card
- f) Mi Club benefits e.g. online booking
- g) Mi Score phone app for competition scoring
- h) Reciprocal playing rights
- i) Voting rights

#### **4.1.3 Intermediate #1 Playing Member**

Pursuant to Rule 10.7(f) of the Constitution a member under this classification is a person who has attained the age of eighteen years (18) years but who has not attained the age of twenty- four (24) years as at 28 February in the year in which he/she applies for or renews Intermediate #1 Playing Membership or transferred from another category of Ordinary Membership.

##### **Intermediate #1 Members' Benefits include:**

- a) Unlimited Golf rounds
- b) Low green fee and cart fees (Fees are lower than Bronze but higher than Silver Plus or Gold)
- c) A 10% Members Discount in Bar & Golf-Shop (conditions apply)
- d) A 10% Members Discount in Buko's Bistro
- e) Rewards for purchases using their membership card
- f) Mi Club benefits e.g. online booking

- g) Mi Score phone app for competition scoring
- h) Reciprocal playing rights
- i) Voting rights

#### **4.1.4 Veteran Playing Member**

Pursuant to Rule 10.7(d) of the Constitution a member under this classification is a person who:

- a) has been a Full Playing Member of the Club for at least 10 years; and
- b) has attained the age of eighty (80) years as at 1 March in the year in which he/she applies for Veteran Playing Membership.

*Note 1: This 10-year qualifying period is an aggregate of the applicant's period of Full Playing Membership and is not required to be:*

- i. 10 consecutive years of such membership; or*
- ii. the 10 years immediately prior to the date of application for transfer.*

*Note 2: The Board may consider membership under this category if the member is re-joining the Club after a period of non-membership caused by extenuating circumstances, provided the above conditions are met.*

*Note 3: A member may transfer to this category from any membership category, provided the above conditions are met.*

#### **4.1.5 Special Honorary Playing Members**

Pursuant to Rule 10.7(d) of the Constitution a member under this classification is a person who: - has been a Full Playing Member of the club for at least 20 years. Has attained the age of one hundred (100) years. Wishes to continue to play Competition or Social golf. Is appointed to this position by the Board of Directors.

#### **4.1.6 Junior Playing Member**

Pursuant to Rule 10.7(g) of the Constitution a member under this classification is a person who is under the age of eighteen (18) years as at 28 February in the year in which he/she applies for or renews membership.

The following special rules apply to Junior Members:

- a) Anyone under the age of 18 years wishing to become a member of the FTGC and use the Club's facilities must obtain written consent from a responsible parent or guardian before being granted membership.
- b) At all times, junior persons under the age of 18 years must be in the company and under the direct supervision of a responsible adult whilst in the Club House.
- c) At all times, junior persons under the age of 12 years must be in the company and under the direct supervision of a responsible adult whilst playing golf or using any part of the Golf Course, practice facilities or on any part of the Golf Club curtilage. The Club Manager or his staff may exempt juniors under the age of 12 years from this condition if they hold a Golf Australia handicap.
- d) Whilst under supervision on the course there is an expectation that the supervising adult will carefully explain to the junior member(s) the Rules of Golf, golf etiquette and course maintenance to enable them to become a future responsible player in Club competitions.

#### **4.1.7 Restricted Playing Membership**

- a) Restricted Playing Membership (R1) is not currently available.
- b) Staff Playing Members (R2)  
Pursuant to Rule 10.7(b) (Restricted Playing Member) of the Constitution, members under this sub-classification will be subject to the following special conditions and restrictions:
  - 4.1.7.1 This membership classification is potentially available to members of the staff of FTGC who work on average over 14 hours on a permanent or casual basis as a means of encouraging staff members to maintain an interest in the Club's activities and interact with the general Club membership.
  - 4.1.7.2 Applicants for this classification must complete a Full Playing Membership application form and be recommended for membership under this classification by the General Manager. The default category for staff membership is Silver, however the General Manager and the Board have the ability to allocate staff to different membership categories to reflect the ongoing contribution to the club.
  - 4.1.7.3 Staff members who cease to be employees of the Club shall cease to be Staff Members of the Club but may, at the discretion of the Board, be transferred to another class of membership of the Club, paying the requisite fees for doing so.
  - 4.1.7.4 The Board has the power to cancel the membership of any Staff Playing Member without notice and without being required to give reasons for such cancellation.
  - 4.1.7.5 Staff members are entitled to:
    - (i) enjoy the facilities and benefits of Club membership, special conditions, and restrictions in addition to discounted (or exemption from) membership fees, and green fee discounts as determined by the Board from time to time and with such determinations forming part of Board Policies.
    - (ii) introduce guests to the Club.
    - (iii) may compete in Monthly Medals, Club Championships and Representative Events. The exception being members of the PGA who may compete using their GA handicap in Stableford/net events but are not eligible to compete for the gross prize and novelty components such as NTPs and Eagles Nests and the like.
  - 4.1.7.6 Staff members are not entitled to:
    - (i) attend or vote at general meetings (including Annual General Meetings) of the Club.
    - (ii) nominate for or be elected to hold office on the Board.
    - (iii) vote in the election of the Board.
    - (iv) vote on any Special Resolution (including a Special Resolution to amend the Constitution);
    - (v) propose, second any eligible member for any office of the Club.
    - (vi) propose, second any eligible member for Life membership.

#### **4.1.8 Country Member**

This classification is designed for Members who live 100km or more from Forster Tuncurry (2428) and subsequently play fewer games throughout the year.

Country Members' Benefits include:

- a) A reduced Annual Subscription
- b) Enjoy a 10% Members Discount in Bar and Golf-Shop (conditions apply)
- c) A 10% Members Discount in Buko's Bistro
- d) Unlimited golf rounds (with a higher fee scale after 20 rounds). A round of golf is calculated as any game of golf on the course of 9 or 18 holes.
- e) Reward Points for purchases using their membership card.
- f) Mi Club benefits e.g. online booking
- g) Mi Score phone app for competition scoring
- h) Voting rights

Reciprocal Rights are not available to members in this classification.

Members in this classification are ineligible to play in all Club Honour Board Events (Refer to Conditions of Play)

#### **4.1.9 Social Playing Member**

Pursuant to Rule 10.7(i) of the Constitution members under this classification will be subject to the following special conditions and restrictions:

- a) Must have attained the age of 18 years.
- b) May not compete in Club golf competitions unless conditions of play determined by the Match Committee specifically allow for Social Playing Members to enter.
- c) Will not be eligible for a Golf Australia handicap.
- d) May be granted access to vacant slots within competitions at the discretion of the Golf Manager and Match Committee and if allowed, must respect other players, and keep up with the pace of competition play; and
- e) May be given access to book into timesheets in advance.

Fees for the time will be as listed in the Membership Price Schedule.

#### **4.1.10 House Members Social Members (Non-playing)**

Pursuant to Rule 10.7(j) of the Constitution a member under this classification will be subject to the following special benefits:

- a) Members' discount on bar purchases; and
- b) 10% discount on full priced social green fees.

#### **4.1.11 “Budding Birdies”**

- a) The Club supports the Forster Tuncurry Lady Golfers Committee in its development and administration of the “Budding Birdies” program.
- b) The purpose of this program is to promote the game of golf to those women who are non-golfers or beginners to the game who wish to learn the fundamentals of golf together with golf etiquette and rules.
- c) The program is not, in itself, meant to provide golf lessons to participants. Golf lessons and clinics will be available by arrangement with the Club Manager.
- d) The Budding Birdies program is supervised by the Forster Tuncurry Lady Golfers Committee which is authorised to conduct “come-and-try” clinics and golf games (up to 9-holes) on Saturdays and Tuesdays at discounted rates of green fees. Such green fees will be reviewed by the Board at least annually.
- e) Upon reaching a reasonable level of competency the participants will be encouraged to become Playing Members of the Club and obtain a GA handicap allowing them to play in Club competitions.
- f) The Club’s support of this program is generally subject to the following guidelines:
  - i. The program is administered by the Forster Tuncurry Lady Golfers Committee;
  - ii. Participants in the program must be at least House Members of the Club to allow them unfettered access to the Club’s licensed premises (note that the Club’s Constitution does not give House Members the right or privilege to play golf on the Club’s golf courses);
  - iii. The duration of each program is 12 months, however, the Ladies Committee may extend that period for individual participants who are not ready to obtain a handicap and play in Club competitions;
  - iv. Participants who are granted an extension under 6(iii) must join the Club as a Social Playing Member; and
  - v. A Social Playing Member is deemed to be a “Registered Player” as defined by the Constitution of Golf NSW and as such will be included in the Club’s liability for Golf NSW affiliation fees.”

#### **4.2 Application for Membership**

Rule 19 of the Club’s Constitution authorises the Board to determine the membership election process and the content of a valid application form.

In the event of an applicant for membership not knowing any existing FTGC members available to act as proposer and/or seconder to their application, then, in those circumstances, the Board may validate the application without a proposer and/or seconder appearing on the application form.

#### **4.3 Transfers to another Membership Category**

- 4.3.1 Members excepting Full Playing Bronze may upgrade to another membership category at any time (see By-Law 4.5 pro-rata subscription adjustment). Refer to Full Playing Bronze category (By-Law 4.11 c for requirements to transfer).
- 4.3.2 “Request for Transfer” forms are available from the office.
- 4.3.3 As a matter of principle, the Board will not give refunds or credits where a member wishes to transfer to a lower subscription-paying category during the course of a

financial year. Special consideration may be given in extraordinary circumstances (for example if there is an error by the Club). The Board's decision will be final.

- 4.3.4 A Junior Member who reaches 18 years of age may apply for membership under the House Member, Social Playing Member, or Intermediate #1 Playing Member category. Such a transfer is effective from the 1<sup>st</sup> March following their 18<sup>th</sup> birthday. A new House or Playing Membership Application Form must be lodged at the office together with the applicable subscription on or before 28<sup>th</sup> February in that year.
- 4.3.5 An Intermediate #1 Playing Member will cease being a member under this category on 28<sup>th</sup> February following their 24<sup>th</sup> birthday and may transfer to Intermediate #2 Playing Member category by indicating on the renewal notice and paying the appropriate subscription.
- 4.3.6 An Intermediate #2 Playing Member will cease being a member under this category on 28<sup>th</sup> February following their 35<sup>th</sup> birthday and may transfer to Full Playing Member category by indicating on the renewal notice and paying the appropriate subscription. Should the Intermediate #2 Member wish to transfer to a Bronze Playing Member category they should complete the Request for Transfer Form and pay the appropriate subscription before 28<sup>th</sup> February.
- 4.3.7 A House Member who wishes to transfer to one of the Playing Membership categories during the financial year must lodge a Playing Membership Application Form applicable to a new member joining the Club together with the pro-rata subscription (see By-Law 4.5).

#### **4.4 Bonus Bar and Golf Shop Credit**

- 4.4.1 A bonus credit, which can be utilised at the bar or Golf Shop (but not for green fees, competition fees or cart hire) will be given to current members for renewing their membership in full prior to the start of the subscription year commencing 1 March annually. This credit will be halved if paying monthly. This credit will be paid in full in the first month as part of any monthly contract.
- 4.4.2 Current-year members who do not rejoin by the due date will not be entitled to a credit should they rejoin in the next year.
- 4.4.3 A person who was not a member during the preceding club financial year is classified as a new member for the purpose of this By-Law.
- 4.4.4 Unused credits expire at the end of the financial year for which those credits were issued.

#### **4.5 Subscriptions**

- 4.5.1 Each year the Board or nominated Sub-Committee will conduct a review of subscription levels, bar credits, locker fees, cart storage and categories.
- 4.5.2 Annual Subscriptions are payable in advance. A monthly instalment facility is available for all playing members. A small administration fee will be charged for fees paid by instalments. Application forms are available from the office. Members defaulting on their monthly instalments on more than one occasion will have the option cancelled and their membership will be suspended until the balance of the signed agreement has been paid in full.
- 4.5.3 Annual subscriptions as a rule are not refundable. The Board may elect to issue a credit against future subscriptions, in full or in part, in the following circumstances:
  - a) An error has occurred in calculating the amount of subscription payable.



b) Other extraordinary circumstances.

Determination of the entitlement to a credit, and the calculation of the appropriate fee adjustment is at the discretion of the Board.

- 4.5.4 A member who wishes to transfer to a membership category with a higher applicable annual subscription during a financial year, must pay the balance (pro-rata) subscription adjustment. The formula used for calculating the pro-rata subscription adjustment is available from the office upon request.
- 4.5.5 Members not renewing by the 1 March, but wishing to renew during the next financial year, will be entitled to pay the lesser of the pro-rata fee plus the renewal fee or the full annual subscription but will not be entitled to the relevant bonus bar credit referred to in By-Law [4.4](#) above.
- 4.5.6 Only those who have paid their subscription in full will be entitled to bar or golf shop credit. For those paying by the month, one half of the credit will be available.
- 4.5.7 A rejoining fee of \$200 is required for those whose membership has lapsed and are rejoining within one calendar year of the expiration of their prior membership.
- 4.5.8 As prescribed in Rule 21.5 of the Club's Constitution, the initial subscription applicable to a person seeking to join or re-join the club after 1 March shall be calculated as follows:
- a) For March to November inclusive a monthly pro rata of the full subscription year (each month being 1/12<sup>th</sup> of the full year's subscription).
  - b) A monthly pro rata of the full subscription years for the months December to February AND the full subscription for the subsequent year to the end of February. If the board has not set fees for the following year, the applicant pays the applicable as at the date of application.

See the chart below.

<b><u>Month of Joining</u></b>	<b><u>% of Adjusted Full Year Subscription</u></b>
March	100%
April	91.67% (11/12ths)
May	83.33% (10/12ths)
June	75% (9/12ths)
July	66.67% (8/12ths)
August	58.33% (7/12ths)
September	50% (6/12ths)
October	41.67% (5/12ths)
November	33.33% (4/12ths)
December	25% (3/12ths) plus membership fee for the following year
January	16.67% (2/12ths) plus membership fee for the following year
February	8.33% (1/12ths) plus membership fee for the following year

#### 4.5 Members Code of Conduct – refer Attachment A.

## **5 SECTIONS AND SUB-COMMITTEES BY-LAWS**

### **5.1 Forster Tuncurry Golf Club Lady Members**

- 5.1.1 Forster Tuncurry Golf Club Lady Members is a Section of the Club in accordance with the Club's Constitution.
- 5.1.2 The management and administration of the Forster Tuncurry Golf Club Lady Members is governed by its own By-Laws and Conditions of Play.
- 5.1.3 To the extent that any of the provisions in the governing By-Laws of the Forster Tuncurry Golf Club Lady Members are inconsistent with the Constitution and By-Laws of the Club those provisions will be inoperative and have no effect.

### **5.2 Forster Tuncurry Veterans Golf Club**

- 5.2.1 Forster Tuncurry Veterans Golf Club is a Section of the Club in accordance with the Club's Constitution.
- 5.2.2 The management and administration of the Forster Tuncurry Veterans Golf Club is governed by its own Constitution.
- 5.2.3 To the extent that any of the provisions in the governing Constitution of the Forster Tuncurry Veterans Golf Club are inconsistent with the Constitution and By-Laws of the Club those provisions will be inoperative and have no effect.

### **5.3 Forster Tuncurry Lady Veterans Golf Club**

- 5.3.1 Forster Tuncurry Lady Veterans Golf Club is a Section of the Club in accordance with the Club's Constitution.
- 5.3.2 The management and administration of the Forster Tuncurry Lady Veterans Golf Club is governed by its own By-Laws and Conditions of Play.
- 5.3.3 To the extent that any of the provisions in the governing By-Laws of the Forster Tuncurry Lady Veterans Golf Club are inconsistent with the Constitution and By-Laws of the Club those provisions will be inoperative and have no effect.

### **5.4 Board Sub-Committees**

- 5.4.1 Without derogating from the general powers conferred by the Constitution of the Club, the Board has resolved to delegate responsibility to the following sub-committees:
  - Finance Committee
  - House Committee
  - Greens Committee
  - Match Committee
  - Work Health and Safety (WHS) Committee
  - Marketing Committee
  - Membership Committee
  - Juniors Committee
- 5.4.2 The Board has further resolved that such delegation enables such committees to consist of:
  - Directors.
  - Ordinary Members.
  - Golf Manager and Employees of the Club; and/or
  - Person who is not a member but who has a particular skill or expertise.
- 5.4.3 The Board shall have the power from time to time to vary or revoke any such

delegation.

5.4.4 The President shall be ex officio member of all Committees.

5.4.5 Any committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a sub-committee shall be determined by a majority of votes of the members present and in the case of an equality of votes, the Chairperson of the meeting shall have a second and casting vote.

5.4.6 The meetings and proceedings of any committee consisting of three or more persons shall be governed by the provisions of the Constitution for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by this or any subsequent By-Law made by the Board.

## **6 GOLF EQUIPMENT, BALLS AND LOST BALLS BY-LAWS**

### **6.1 Purchase or Sale of Golf Equipment & Balls**

6.1.1 No Member or visitor shall purchase or sell any golf equipment or golf balls, whether second hand or not, in the precincts of the Club's property from any person other than the Club's Golf Manager.

### **6.2 Recovery of Lost Balls from Water Hazards**

6.2.1 The Club may enter into a contract with a Ball Retriever giving exclusive rights to retrieve golf balls from the Club's drains and dams and agrees to abide by the terms and conditions imposed by the General Manager.

6.2.2 The Golf Ball Retriever will not be authorised to sell any golf balls whilst on the Club's property other than to the Club's Golf Manager.

# Attachment A - Members' Code of Conduct

## PREAMBLE:

The Board of Forster Tuncurry Golf Club Ltd (the Club) has developed this Code of Conduct with a view to providing members and future Boards with guidance and consistent interpretation of the provisions within the Club's Constitution, By-Laws, and Conditions of Play.

The Board also wishes to set out guidance for the consistent application of penalties for breaches of the Code of Conduct.

This Code does not interfere with the powers given to the General Manager (Licensee) under the Liquor Act and Registered Clubs Act in relation to the licensed Club premises.

## 1. OFFENCES

- 1.1. A Member is guilty of a Category **A** offence under this Code if the Member: -
  - a) In the presence of witnesses, and within the Club's facilities, physically or verbally attacks or abuses, in any way, another member, staff member, guest or visitor, including via social media.
  - b) Racially vilifies a player, another member, staff member, guest, or visitor while within the facility, including via social media.
  - c) Fails or refuses to pay fees as required in the published Membership and Playing Price Schedule.
  - d) Wrongfully damages any part of the facility, including the course, equipment, signs, markers and the clubhouse or its furniture and furnishings.
  - e) Wrongfully removes or damages property belonging to another member, guest, or visitor.
  - f) Deliberately breaks a Rule (as defined in the Rules of Golf);
  - g) Deliberately returns a false score card.
  - h) Fails or refuses to co-operate with, or obstructs, any investigation by the Investigative Officer.
  - i) Fails or refuses to co-operate with, or obstructs, a hearing by the Board; or
  - j) Behaves in a manner detrimental to the good name and reputation of the Club.
  
- 1.2. A Member is guilty of a Category **B** offence under this Code if the Member:
  - a) In relation to a competition, publicly criticises:
    - (i) the competition golf course.
    - (ii) the competition itself.
    - (iii) the organisers of the competition.
    - (iv) the sponsors of the competition; or
    - (v) any official supervising or organising the competition during a competition.
  - b) Throws or deliberately breaks golf equipment during a competition.
  - c) Uses abusive or profane language towards another player, an official, or other person within the Club's facilities.
  - d) Disregards directions given within the current Conditions of Play.
  - e) Behaves in a manner that may be detrimental to the performance of other players; or
  - f) Makes public statements, either verbally or otherwise, that may detrimentally affect the Club's reputation.
  
- 1.3. A Member is guilty of a Category **C** offence if the Member:
  - a) Fails to comply with the Rules of Golf with respect to Golf Etiquette. (NB Etiquette includes the failure to fill in divots or repair pitch marks);
  - b) Fails to play without undue delay.
  - c) Fails to wear appropriate golf attire as required by the local dress code; or
  - d) Continues to use profane language after verbal warning.

- 1.4. If a member commits two or more Category **C** offences, the member is deemed to have committed a Category **B** offence and is subject to the penalties prescribed for a Category **B** offence.

If a member commits two or more Category **B** offences, the Member is deemed to have committed a Category **A** offence and is subject to penalties prescribed for a Category **A** offence.

- 1.5. Subsequent breaches of the Code within a 24-month period will result in a penalty prescribed for the Category one above the highest Category of the previous breach. For sake of clarity, should a member commit a Category **B** offence originally, and then commits a Category **B** offence 6 months later, the Member is deemed to have committed a Category **A** offence and is subject to penalties prescribed for a Category **A** offence. Should the original breach be a Category **A** offence, the penalty imposed will be as the Board sees fit.

### **DISCIPLINARY PROCEDURE**

- 1.6. Any report made to a Board Member or any member of staff during a competition or after the conclusion of the competition must be referred to the Captain (or his/her delegate).
- 1.7. Upon receiving a report under Attachment A clause 1.3, the Captain must determine whether:
- No further action should be taken; or
  - If in the course of such investigation it is evident that, in the opinion of the Captain and/or Match Committee, a breach has occurred, an appropriate penalty may be imposed.
- 1.8. Should the offence be considered to have an appropriate penalty as per Clause 1.7 b) then the Member is to be afforded due process and Disciplinary Proceedings must commence in accordance with Rule 24 of the Constitution and By-Law 3.1.

### **PENALTIES**

- 1.9. If a member is found guilty of a Category **A** offence, any of the following penalties, with a minimum of 1 month and not normally exceeding more than 2 years duration, may be imposed:
- Disqualify the Member from the competition.
  - An order that the Member attend appropriate counselling sessions as specified by the Committee.
  - A recommendation to the Board that the Member be disqualified from participating in Club golf competitions for a set period of time.
  - A recommendation to the Board that the Member's membership be suspended for a set period of time.
  - A recommendation to the District Association that the Member is not permitted to enter District Events:
  - Recommendation to Golf Australia for suspension of the Member's Australian Handicap.
  - Suspension from any club representative team or squad.
  - In the case of an offence under clauses 1.1 d) or e) of this Code, an order that the Member should pay compensation to the Member, official, tournament organiser or Club who suffered loss as a result of the accused Member's conduct, or
  - Such other penalty as determined from time to time.
- 1.10. If a member is found guilty of a Category **B** offence, any of the following penalties, with a minimum 1 week but not more than 3 months duration for any one offence, may be imposed:
- Disqualify the Member from the competition.
  - An order that the Member attend appropriate counselling sessions as specified by the Committee.
  - A recommendation to the District Association that the Member is not permitted to enter association sanctioned Events.

- d) A recommendation to the District Association that the Member be suspended from any Association Squad.
- e) Recommendation to Golf Australia for suspension of the Member's Australian Handicap;  
or
- f) Such other penalty as determined from time to time.

1.11. If a member is found guilty of a Category C offence, any of the following penalties may be imposed:

- a) A severe reprimand.
- b) An order that the Member attend appropriate counselling sessions as specified by the Committee; or
- c) Recommendation to Golf Australia for suspension of the Member's Australian Handicap (recommendation: no more than 1 month);
- d) Such other penalty as determined from time to time.