

Memorandum of Association

of

Toowoomba Golf Club Ltd

- 1 The name of the Company is “Toowoomba Golf Club Limited” (hereinafter called the Club).
- 2 The registered office of the Club will be situated in such place in the City of Toowoomba as the Club shall from time to time appoint.
- 3 The objects for which the Club is established are:-
 - (a) To purchase, take on lease or in exchange or otherwise acquire, any lands, buildings, easements, rights of common, or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club, and to dispose of all lands, buildings, easements, rights of common, or property, real or personal, the property of the Club.
 - (b) To affect improvements on such property mentioned in the sub-clause 3(a) for the purpose of rendering such property in every way suitable and efficient for the purposes of the Club, particularly in respect of the game of Golf, and in the carrying out of such improvements as above mentioned; to enter into all necessary contracts with workers or other persons for the carrying out of such improvements, and the maintaining of a golf course, whether one or more than one, and any athletic sports or recreation grounds for use by the members of the Club.
 - (c) To borrow or raise money in such manner as the Club shall think fit, and, in particular, by issue of debentures or debenture stocks, perpetual or otherwise, and to secure the repayment of any money, borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Club’s property or assets (whether present or future), and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Club or any obligation, guarantee or liability it may undertake.
 - (d) To promote the game of Golf and athletic sports and pastimes and to encourage social life between the members of the Club.
 - (e) To establish, maintain and carry on a Golf Club for accommodation of members of the Club and their permitted guests, and generally to afford them all the usual privileges, advantages, conveniences, and accommodation of such a Club.
 - (f) To provide for members of the Club all articles used in connection with the game of Golf and other athletic sports and pastimes played on the Club’s premises and as a Club to supply all kinds of liquor and food provisions and refreshments required or used by the members of the Club or their permitted guests.
 - (g) To promote and hold either alone or jointly with any other association, Club or persons, meetings, competitions and matches for the playing of Golf and other athletic sports or pastimes and to offer, give or contribute towards prizes, medals and awards therefore.

- (h) To establish, promote or assist in establishing or promoting and to subscribe to or become a member of or associated or amalgamated with any other association or Club, 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, and to join and become a member of any authority controlling golf in Queensland for the time being.
- (i) To give pensions, gratuities, Christmas boxes or charitable aid to any employee who may have served the Club or to the spouse, children or other relative of such persons, to make payments toward insurances and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club.
- (j) To invest and deal with the moneys of the Club not immediately required upon such security and in such manner as may from time to time be determined by the Committee.
- (k) To make regulations and by-laws and to do all such lawful acts and things as are incidental or conducive to the attainment of the above objects.

AND IT IS HEREBY DECLARED that the intention is that the Club shall have power to do any of the matters herein mentioned (whether in one or more paragraphs), apart from or in addition to any other of the said matters, and none of the general or other descriptions given in this clause shall be limited or restrained by reference to the name of the Club, or by reference to matters of the same or some similar kind to those elsewhere in this clause mentioned or referred to or be otherwise limited or restrained by any other part of this clause not containing an express limitation or restraint, nor by any inference to be drawn from such other part and so that the objects specified in this Memorandum may be carried out and acted upon in as full and ample manner as if each of the paragraphs hereof defined the objects of a separate and independent Club. The provisions of the Third Schedule to the Companies Acts 1961 to 1964 shall not apply to the Club and the foregoing provisions of this paragraph shall be read and construed without reference to the provisions of that schedule.

- 4 The income and property of the Club whence-so-ever derived shall be applied solely towards the promotion of the objects of the Club, as set forth in this Memorandum of Association, and in no portion shall be used, paid, or transferred directly or indirectly, by way of dividend, bonus, or otherwise however, by way of profit to the persons who at any time are, or have been members of the Club, or to any person claiming through them; provided that nothing herein contained shall 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 nor for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being charged by Bankers in Brisbane for overdue accounts on money borrowed from any member of the Club or reasonable and proper rent for premises designed for let by any member to the association but so that no member of the council of management or governing body of the Club shall be appointed to any salaried office of the Club or any office of the Club paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club.

- 5 The Fourth and Ninth paragraphs of this Memorandum of Association contain conditions upon which a license is granted by the Crown Law Officer to the Club in pursuance of the provisions of Section 24 of the Companies Acts 1961 to 1964. For the purposes of preventing any evasion of the provisions of the said paragraphs the Crown Law Officer may from time to time on the application of any member of the Club and on giving notice to the Club of his intention to do so and after affording the Club an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the Club.
- 6 The liability of the members of the Club is limited.
- 7 Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that person is a member or within one year afterwards for the payment of the debts and liabilities of the Club contracted before the time at which that person ceased to be a member, and of the costs, charges, and expenses of winding up the same, and for the adjustments of the rights of contributors amongst themselves such amount as may be required, not exceeding twenty dollars in the case of honorary life members, ordinary members and mid-week members, ten dollars in the case of all other members who are and non voting members and any new class of members formed hereafter, except non-playing members.
- 8 If after the dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to any or distributed amongst the members of the Club at or before the time of dissolution, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club, such institution or institutions to be determined by the members of the Club at or before the time of dissolution.
- 9 True accounts shall be kept of the sums of money received and expended by the Club and the matter in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the Club and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being shall be open to the inspection of the members. Such accounts shall upon written request of the Crown Law Officer be made available for inspection by that officer or anyone authorised in writing by him for the purpose.
- 10 The names, addresses and occupations of the subscribers to the Memorandum of Association are:-

MERVYN ESMOND PARROT

2 Wagga Street
TOOWOOMBA
Retired

RAYMOND HENRY MIENERT

170 Bridge Street
TOOWOOMBA
Accountant

RONALD JAMES ATWELL

16 Hamilton Street
TOOWOOMBA
Insurance Loss Assessor

JACK AKES
130 Mary Street
TOOWOOMBA
Optometrist

DOUGLAS HERBERT SMITH
69 Ramsay Street
TOOWOOMBA
Company Director

- 11 We the several persons whose names, addresses and occupations are subscribed hereto are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Occupations of subscribers	Witness of Signature
M.E. Parrot 2 Wagga Street TOOWOOMBA Retired	C.E. Dumigan
RAYMOND HENRY MIENERT 170 Bridge Street TOOWOOMBA Accountant	C.E. Dumigan
RONALD JAMES ATWELL 16 Hamilton Street TOOWOOMBA Insurance Loss Assessor	C.E. Dumigan
JACK AKES 130 Mary Street TOOWOOMBA Optometrist	C.E. Dumigan
DOUGLAS HERBERT SMITH 69 Ramsay Street TOOWOOMBA Company Director	C.E. Dumigan

DATED this Seventh Day of May, 1968

REGISTERED in the Office of the Registrar of Companies at Brisbane this

1968

No. of 1968

Deputy Registrar of Companies
at Brisbane



Articles of Association of Toowoomba Golf Club Ltd

INTERPRETATION CLAUSE

Definition of Terms:

1 In these presents, unless there be something in the subject, or context, inconsistent therein:

“The Office” means the registered office for the time being of the Club in Queensland.

“The Register” means the register of members to be kept pursuant to the Corporations Law.

“Month” means calendar month.

“In writing” means written or printed or partly written and partly printed.

Words importing the singular number include the plural, and vice versa.

Words importing persons include corporations.

“The Club” means the Toowoomba Golf Club of which these are the Articles of Association.

“Financial” member shall be a member who is not more than one month in arrears in the payment of the annual subscription.

“Financial Year” means the period commencing on the First day of March in each year and ending on the 28th or 29th day of February as the case may be in the following year, or such other yearly period as the Board of Directors may from time to time determine.

“Voting Member” means Honorary Life Members, Ordinary Members, Senior Members and Corporate Members who are financial.

MEMBERSHIP

Number of Members

- 1 The number of members with which the Club proposes to be registered is to be set by the Board of Directors and may from time to time register an increase of members.

Classes of Membership

- 2 The number of members in each class shall be set by the Board of Directors
 - (a) Membership shall be divided into the following classes;
 - (i) Honorary Life Members
 - (ii) Ordinary Members
 - (iii) Senior Members
 - (iv) Country Members
 - (v) Provisional Members
 - (vi) Corporate Members
 - (vii) Honorary Members
 - (viii) Staff Affiliate Members
 - (ix) Temporary Members
 - (x) Intermediate Members
 - (xi) Student Members
 - (xii) Junior Members
 - (xiiia) Social Members
 - (xiiib) Limited Members
 - (xiiic) Flexible Members
 - (xiv) Such other classes as the Club in general meeting from time to time may consider necessary.
 - (b) If a person wishes and is entitled to become a member of a particular class of membership and there are no vacancies in that class at that time a person shall be entitled to become a member of that class when a vacancy exists in order of application or eligibility.

RIGHTS AND PRIVILEGES

- 3 The rights and privileges of each category of membership are as follows;
 - (a) **Honorary Life Members:**

An Honorary Life Member is a person who on the recommendation of the Board of Directors has, by a resolution passed at a General Meeting been granted Honorary Life membership in recognition of that person's special service rendered to the Club and who has substantially complied with the criteria for granting Life Membership determined by the Board from time to time PROVIDED ALWAYS that the Board of Directors shall prior to putting such a resolution to a General Meeting give notice of intention to move such a resolution at that General Meeting. Honorary Life Members shall be entitled to all rights and privileges of an Ordinary Member including the right to vote.
 - (b) **Ordinary members:**

Ordinary Members shall be those members admitted to Ordinary membership by the Board of Directors, who shall have paid the applicable entrance and annual membership fees. An Ordinary Member shall be entitled to vote, hold office or otherwise take part in the management of the club and shall be entitled to all privileges connected therewith.

- (c) **Senior Members:**
An Ordinary Member who has reached 65 years of age, and who has an aggregate of not less than Thirty years' membership, may by resolution of the Board of Directors be classified as a Senior Member. A Senior Member who qualifies for Senior membership on or before 28 February, 2017, shall be entitled, after compliance with classification requirements, to pay only one half of the annual membership fee payable for an Ordinary Member, as the case may be, as may be prescribed by the Board of Directors from time to time. An Ordinary member who qualifies for Senior membership from 1 March 2018 or thereafter, as prescribed by the same conditions above, shall be entitled after compliance with classification requirements, to receive 10% discount on the annual subscription. A Senior Member shall have the same rights and privileges as an Ordinary Member.
- (d) **Country Members:**
Country Members shall be those members who shall be admitted to Country membership by the Board of Directors and who shall have paid the applicable entrance and annual membership fee. A Country Member shall permanently reside more than 100 kilometers from the Toowoomba Golf Club. A Country Member shall be entitled to the same privileges as an Ordinary member except that a Country Member shall have no right to vote and no right to hold any office in the Club. A Country Member will also pay a green fee as prescribed by the Board of Directors for each time they play.
- (e) **Provisional Members:**
If a person desires to join a class of membership in which there are no vacancies, the Board of Directors may admit that person as a Provisional Member in any one of the following classes of membership –
- (i) Ordinary Membership
 - (ii) Country Membership
 - (iii) Corporate Membership
 - (iv) Student Membership
 - (v) Intermediate Membership
 - (vi) Junior Membership
- A Provisional Member shall, subject to their being admitted by the Board of Directors and to paying the applicable entrance and annual fees, be entitled to such limited use of the golf course and grounds, Clubhouse and premises as the Board of Directors may from time to time determine. The Board of Directors shall transfer Provisional Members to their respective class of membership as and when a vacancy in that class of membership occurs in the order of priority in which they were admitted as Provisional Members.
- (f) **Corporate Members:**
Corporate members shall be those Corporations who shall be admitted to Corporate membership by the Board of Directors and who shall have paid the applicable entrance and annual Corporate fees. Each Corporate Member shall be entitled to submit the names of not more than ten employees and those persons shall be entitled to exercise the rights and privileges of Ordinary Membership save and except the right to vote. There shall not be any more than one (1) Corporate Membership granted in respect of a Corporation (including a subsidiary or related Corporation of

the Member) unless the Board of Directors decides in its sole discretion to admit more than one (and the Board may only do so in exceptional circumstances). Two nominated persons of the Corporate Member shall be entitled to exercise the voting rights and privileges of an Ordinary member provided that the person otherwise qualifies for Ordinary Membership.

(g) **Honorary Members:**

The Board of Directors shall have power to grant for such term as they see fit Honorary Membership to any person temporarily visiting Toowoomba who is a member of a Golf Club with which this Club has entered into a Reciprocal Membership arrangement, or who is someone of distinguished personage whom the Board of Directors desires to honour by the granting of Honorary Membership. An Honorary Member shall not be obliged to pay any joining fee or annual subscription fees, and shall have the same rights and privileges as an Ordinary member save and except that an Honorary Member shall have no right to vote and no right to hold any office in the Club. Honorary Members shall not be entitled to compete for any Championship or Honour Board event.

(h) **Staff Affiliate Members:**

Any Employee of the Club whose employment has been approved by the Board to include Club Membership as part of the employment package and who has made application for membership of the Club in accordance with the requirements of these Articles and been duly admitted. A Staff Affiliate Member **shall not** be obliged to pay any joining fee or annual subscription fees, and shall have the same rights and privileges as an Ordinary member save and except that a Staff Affiliate Member shall have no right to vote and no right to be elected to the Board of the Club.

The membership of a Staff Affiliate member shall be terminated when the person ceases to be employed by the Club, but the person shall be eligible to apply to transfer to another class of membership for which he or she is qualified. The appropriate fee for the class of membership must be paid.

(i) **Temporary Members:**

Any person who shall be admitted to membership by the Board of Directors and shall have paid the applicable fee may become a Temporary Member upon the nomination of any member. Temporary Membership shall be for a period not exceeding three months in any financial year. A Temporary Member shall be entitled to the same rights and privileges as an Ordinary Member save and except, that a Temporary Member shall not be entitled to compete for any Championship or Honour Board Trophy unless approved by the Board of Directors on or prior to the actual day of playing of the Championship or Honour Board Trophy event. A Temporary Member has no right to vote and no right to hold any office in the Club.

(j) **Intermediate Members:**

Intermediate Members shall be those members between the ages of eighteen (18) years and up to and including twenty three (23) years who shall be admitted to Intermediate membership by the Board of Directors and who have paid the applicable entrance and annual membership fee. Intermediate Members shall have the same rights and privileges as an Ordinary Member except that an Intermediate Member shall have no right to vote and no right to hold office in the Club.

- (k) **Student Members:**
Student Members shall be those members who are full-time Students who shall be admitted to Student membership by the Board of Directors and who shall have paid the applicable entrance and annual membership fees. A Student Member shall have the same rights as an Ordinary Member except that a Student member shall have no right to vote and no right to hold any office in the Club.
- (l) **Junior Members:**
Junior Members shall be those members between the ages of five (5) and up to and including seventeen (17) years who shall be admitted to Junior membership by the Board of Directors and who shall have paid the applicable entrance and annual membership fees. Junior Members shall have a right to play in competitions arranged for Junior Members and subject to such restrictions as may from time to time be determined by the Board of Directors, shall have the right to play on the course and use the facilities of the Clubhouse. Junior members may play in senior competitions but only by the discretion of the Board of Directors.
- (m) **Social Members:**
Social Members shall be those members who shall be admitted to Social Membership by the Board of Directors and who shall have paid the applicable annual membership fees. A Social Member shall be entitled to the privileges of and use of the amenities of the Clubhouse only.
- (n) **Limited Members:**
Limited Members will be those members admitted to Limited Membership by the Board of Directors (Board). A Limited member shall not:
(a) have the right to vote at any general Meetings of the Club
(b) have the right to hold any position on the Board;
(c) be eligible to win any honour board event or have his or her name inscribed on any honour board, except for the hole in one and albatross boards
Otherwise, the conditions of limited membership shall be those specified from time to time by the Board.
- (o) **Flexible Members:**
Flexible members will be those members admitted to Flexible Membership by the Board of Directors (Board). A flexible member shall not:
(a) Have the right to vote at any general Meetings of the Club
(b) Have the right to hold any position on the Board;
(c) Be eligible to win any honour board event or have his or her name inscribed on any honour board, except for the hole in one and albatross boards
Otherwise, the conditions of Flexible membership shall be those specified if considered necessary by the Board.

VISITORS

- 4 Visitors may use the Clubhouse facilities but shall in all cases enter their name and address in the Visitor's register, in accordance with legislation current at the time.

Visitors living within a radius of 15 km of the Club will be required to join the Club as a Social member and pay such fees as may from time to time be prescribed by the Board of Directors.

Visitors playing Golf:

Visitors playing golf are required to pay Green fees as may from time to time be prescribed by the Board of Directors to play on the course and after doing so are able to use the Clubhouse facilities without having to sign the Visitor's register.

NOMINATION FOR MEMBERSHIP

- 5 (a) All candidates for any category of membership of the Club (other than as Honorary Life Members or Temporary Members) shall be proposed and seconded by Voting Members of the Club. A candidate for membership shall sign the nomination paper as evidence of the correctness of the particulars as shown thereon.
- (b) Particulars for all nominations for membership of the Club (other than as Honorary Life Members or Temporary Members) shall be entered in the order of time in which such nominations are received by the General Manager in a "Proposed Member Register" to be kept by the General Manager, showing their full name, address and email address of the person proposed, the time and date of the receipt of the nomination. Every nomination for membership (other than Honorary Life Membership) shall be dealt with and determined in the order of priority in which it is recorded, provided however that for the purpose of inquiring with respect to the person proposed, the matter of dealing with or determining the nominations may be postponed for not longer than three months and that other nominations may be dealt with and determined during that period in which event;
- (i) the vacancy in respect of which the postponed nomination is required to be dealt with and determined shall be kept open during the period of postponement, and
 - (ii) the postponed nomination shall be dealt with and determined forthwith upon the expiration of the period of postponement and in priority to any and every nomination then subsisting or thereafter to be made.
- (c) The names and addresses of persons nominated as members of the Club shall be displayed in a conspicuous place in the Club premises for at least seven days before their election and an interval of not less than fourteen days shall lapse between the nomination and election of such member.

- (d) The election of members of all descriptions, except Honorary Life Members, shall be by the Board of Directors at duly constituted meetings. If one-third of the Board of Directors present and voting shall vote against the motion, the application for membership shall be rejected.

NEW MEMBERS

- 6** On the election of a member the General Manager shall at once give notice of the election to the member. All entrance fees and subscriptions shall be paid to the General Manager in advance, but in no case later than one month from the date of Notice of Election, failing which the Board of Directors may cancel such an election. Every member shall be deemed to agree to be bound by the Articles, By-laws and Rules of the Club and the payment of entrance fees and annual subscriptions shall be conclusive evidence of such agreement.

ENROLMENT OF MEMBERS

- 7** Every member shall at the time of enrolment inform the General Manager in writing of their private address and shall from time to time inform the General Manager in writing of any alteration thereof, and such address shall be registered and all notices required to be given to any member shall be deemed to be fully given if delivered at or posted to the member's last registered address, and, if posted, to have been received by such member three days after being placed in the post.

REGISTER OF MEMBERS

- 8** A register of members of the Club for the time being shall be kept on the Club premises. Such register shall set forth the names in full, the occupations, and addresses of all members of the Club, the class of membership of the member, the dates of their respective elections, and the date of the latest payment by each member of the annual subscription and fees.

LEAVE OF ABSENCE

- 9** The Board of Directors shall have the power to grant any member "Leave of Absence" for any period which it considers in its discretion to be reasonable in the circumstances with or without payment of subscription. The subscription, if any, payable by a member on "Leave of Absence" shall be determined by the Board of Directors from time to time.

CHANGE OF STATUS

- 10 (a)** Any member desirous of changing their class of membership may do so (subject to any limitations imposed by Article 2 and a vacancy exists in the class desired) upon payment of the difference if any, between entrance fee and current subscription already paid and the entrance fee and annual current subscription payable for whatever class of membership the member may desire to enter provided however that the membership has been continuous in one class or another.

RESIGNATIONS

- 11 (a) Any member wishing to resign shall notify the General Manager in writing before the first day of any financial year otherwise the member shall be liable for the subscription for the current year.
- (b) Any member resigning or ceasing to be a member, shall as from the date of resignation or ceasing to be a member cease to have any claim or interest whatever in or to the funds or property of the Club, or any part thereof, but shall be subject to clause 7 of the Memorandum of Association of the Club.

RE-JOINING AFTER RESIGNATION

- 12 A member who has resigned from the Club and later desires to re-join shall be subject to such conditions of re-election as the Board of Directors for the time being may determine.

EXPULSION OF MEMBERS

- 13 If any member shall infringe any of the Articles, By-Laws or Rules of the Club or in the opinion of the Board of Directors be guilty of any conduct it considers prejudicial to the interests of the Club, the Board of Directors may call upon such member for an explanation or to answer any complaint made against such member and where such member shall fail to attend or to so explain or answer to the Board of Directors' satisfaction, the Board of Directors may reprimand or may expel the member and remove the member's name from the List of Members.

Reasons For Expulsion:

- (a) If any member shall be convicted of an indictable offense or being engaged in any profession shall be prohibited by the governing body of such profession from continuing to practice, the member shall ipso facto cease to be a member of the Club and shall forfeit all right in and claim upon the Club and its property but shall be subject to clause 7 of the Memorandum of Association of the Club. However, upon application being made by such member to the Board of Directors, setting forth fully the cause of such conviction or prohibition as aforesaid and such other matters as the Board of Directors may require, such member may be re-admitted and restored to that member's former rights by the Board of Directors.

- (b) **Appeal Against Expulsion:**
Any such member who is dissatisfied with the decision of the Board of Directors may within one calendar month by notice in writing, directed to the General Manager, appeal to the Club in General Meeting. Upon receipt of such Notice of Appeal, the General Manager shall forthwith call a Special General Meeting to consider such appeal. The decision of the Board of Directors may be set aside or varied by such General Meeting by the vote of three-fourths of those present and voting thereat.

ENTRANCE, SUBSCRIPTION AND OTHER FEES

Entrance Fees and Subscriptions to be prescribed:

- 14** The entrance fee and annual subscriptions payable by the several classes of members shall be such as may from time to time be prescribed by the Board of Directors.

Board of Directors to Determine Fees in Special Cases:

- 15** Where not provided for, the Board of Directors shall have discretionary powers to fix and determine the subscription and entrance fee chargeable under any special conditions that may arise

Green and Other Fees:

- 16** Every member Playing on the course shall pay any Green Fees and other charges, which the Board of Directors may from time to time prescribe.

Subscriptions Due:

- 17** All subscriptions shall be due on the first day of the financial year but members elected during the financial year shall pay pro-rata subscriptions from that date.

Notification of Fees Due and Action on Default:

- 18** The General Manager shall notify all members of the amount of the subscription, locker fees and other charges due for the ensuing year. A second notice shall be sent to any member who has not paid the subscription and/or other fees and charges due within one month from the beginning of the financial year and if the default continues for one month further such member may be declared by the Board of Directors to be no longer a member of the Club, and, upon notification by the General Manager to that effect, the person shall thereupon cease to exercise any of the privileges of membership and their name shall be removed from the register of members, provided that the Board of Directors in its absolute discretion shall have power to reinstate such member on such terms as to payment of arrears as they think fit to impose, subject however to these Articles and By-Laws made there-under.

Half-yearly payment of Membership

- 19** Notwithstanding anything hereinbefore to the contrary contained, Ordinary Members shall have the privilege, if they so desire, of paying their annual subscription in two equal installments payable on the first day of March and the first day of September in each year.

VOTING

- 20** At all General Meetings including the Annual, General and/or Extraordinary General Meetings only financial Voting Members, shall be entitled to vote. The mode of voting at all meetings (except for election of office bearers which shall be by ballot) will be in accordance with the provisions of clauses 23 to 25 inclusive.

Meetings:

- 21** (a) The Annual General Meeting of the Club shall be held within five months of the close of the financial year. At least twenty one days' clear notice of such meeting shall be sent to each voting member together with a copy of the Audited Financial Report. All correspondence will be sent to the membership using the most efficient method considered appropriate by the board. At this meeting the Board of Directors shall present a report and the Treasurer shall submit an audited statement of account for the year past. The office bearers for the current year shall be announced and the Auditor shall be elected and any other business specified in the notice convening the meeting shall be dealt with. Fifty-one financial Voting Members shall form a quorum.
- (b) Special General Meeting, pursuant to the provisions of the Corporations Law or one of these Articles of Association, may be called at any time by the Board of Directors or shall be called by the General Manager within twenty-one days of receiving a written request specifying the subject to be discussed and signed by at least twenty-five financial Voting Members. Twenty-one days' notice of such meeting and of the business to be brought before it, to which the discussion shall be strictly confined, shall be sent to each financial member. All correspondence will be sent to the membership using the most efficient method considered appropriate by the board. Fifty-one financial Voting members shall form a quorum and no special resolution shall be carried unless seventy-five per cent of the members present and qualified to vote shall cast their votes in its favour.
- (c) A General Meeting for any matter that does not require a special resolution pursuant to the provisions of the Corporations Law or one of these Articles of Association, may be called at any time by the Board of Directors or shall be called by the General Manager within twenty-one days of receiving a written request specifying the subject to be discussed and signed by at least twenty-five financial Voting Members. Twenty-one days' notice of such meeting and of the business to be brought before it, to which the discussion shall be strictly confined, shall be sent to each financial Voting Member. All correspondence will be sent to the membership using the most efficient method considered appropriate by the board. Fifty-one financial Voting Members shall form a quorum and no resolution shall be carried unless a simple majority of the members present and qualified shall cast their votes in its favour.

CHAIRPERSON

Chairperson of General Meetings:

- 22** The President or, in the President's absence, the Vice-President shall preside as Chairperson at every General Meeting of the Club. If there be no such Chairperson the members present shall choose one of their number to be Chairperson of the Meeting.

Resolutions:

- 23 At every General Meeting, unless a poll be demanded by at least ten financial Ordinary Members personally present, a declaration by the Chairperson that a resolution has or has not been carried and an entry to that effect in the book of proceedings of the Club, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Taking of Poll:

- 24 If a poll be demanded in the manner aforesaid the same shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Chairperson to Have Casting Vote:

- 25 In case of an equality of votes the Chairperson of the General Meeting shall be entitled to a second or casting vote.

PATRON

- 26 The Voting Members in General Meeting may, upon the recommendation of the Board of Directors, appoint one or more Patrons. The Patron or Patrons once appointed shall not be subject to re-election each year, but shall continue to hold Office for his or their lifetime or until prior resignation.

MANAGEMENT OF CLUB

- 27 **Conduct of Business and Meetings by Board of Directors:**

The business and general affairs of the Club shall be under the management of a Board of Directors consisting of a President, Vice President, Captain, Vice-Captain, Treasurer and six Voting Members. Six shall form a quorum. The Board of Directors shall meet once in every month, or more often if deemed necessary. The President or, in the President's absence, the Vice President shall preside as Chairperson at all meetings of the Board of Directors. If no such Chairperson be present the members shall choose one of their number to act as Chairperson. The Chairperson shall have both a deliberative and a casting vote.

Election of Office Bearers:

- 28 (a) All office bearers shall be elected by ballot if the number of candidates for any office(s) exceeds the number prescribed in these Articles. The ballot shall be conducted in the following manner:-

- (i) The General Manager shall cause a ballot paper to be prepared showing in alphabetical order the names of candidates. An asterisk shall signify candidates who are retiring but are eligible for re-election;

- (ii) Not less than fourteen days before the date of the Annual General Meeting a ballot paper shall be sent to each member entitled to vote, who shall strike out as many names as is necessary to leave standing the same number of names as there are vacancies. All correspondence will be sent to the membership using the most efficient method considered appropriate by the board.
 - (iii) The voter shall return the ballot to the office of the Club. Only ballot papers received at the office before 9 am of the day of the Annual General Meeting, shall be counted;
 - (iv) Ballot papers not clearly marked and/or not in accordance with this rule shall be invalid and shall not be counted.
- (b) For the purpose of the ballot referred to in clause 28(a) hereof, the Retiring Board of Directors shall appoint a Returning Officer to conduct the ballot;
 - (c) Nominations for the election of any eligible member to any office must be in writing signed by two members entitled to vote and shall also be signed by the nominee consenting to the nomination. Each nominee and its proposer and seconder must be a financial member of the Club for the current financial year as at the date of nomination. The duly completed forms shall be delivered to the General Manager of the Club at least thirty days prior to the date of the Annual General Meeting.
 - (d) The Returning Officer shall announce at the Annual General Meeting, in the case of a ballot, those nominees who have been elected.
 - (e) If there are not sufficient written nominations received to fill vacant office bearer positions, then those persons nominated shall automatically be elected and at the Annual General Meeting members entitled to vote may nominate and elect eligible members for the remaining positions.
 - (f) Office bearers shall hold office from the date of their election until the next Annual General Meeting and shall be eligible for re-election.
 - (g) The President may hold office for period of not more than five consecutive years subject to annual re-election.

Vacancies - Board of Directors:

- 29** (a) If any member of the Board of Directors shall fail to attend a Board of Directors Meeting during a period of three consecutive calendar months without leave of absence or if the Member of the Board of Directors shall signify in writing a desire to resign, the office shall be declared vacant by the Board of Directors.

Vacancies May be Filled:

- (b) In the event of any vacancies in the elected officers of the Board of Directors occurring through the operation of the preceding clause or otherwise, the Board of Directors may at its discretion appoint a successor to hold office until the next election at an Annual General Meeting.

Powers of Board of Directors

- 30** The Board of Directors of the Club shall exercise all such powers and do all such things as may be exercised or done by the Club, save such as are by these Articles or by any Statute for the time being in force required to be exercised or done by the Club in a General Meeting.
- 31** Without prejudice to the general powers conferred by the last preceding clause and to the other powers conferred by these Articles, it is hereby declared that the Board of Directors shall have the following powers;
- (a) To appoint from among the membership, Sub-Committees to act for any purpose which from time to time they may think desirable, and to delegate to any such Sub-Committee such powers as they think fit, and to revoke or alter any such appointment or delegation from time to time. Sub-Committees may be composed of members who are not Board Members provided that there must be a minimum of two Board members on the Sub-Committee and the number of members on the Sub-Committee who are not Board Members must not exceed one-half of the number of members on the Sub-Committee who are Board Members. The purpose of the Sub-Committee is to make recommendations and give advice to the Board and the Sub-Committee may not exercise the powers in clause 31 (b) to (k).
 - (b) To lease any of the property rights or undertakings of the club.
 - (c) To determine who shall be entitled to sign on the Club's behalf, bills, notes, receipts, contracts and documents, but until otherwise determined by any two of the President, Vice-President, General Manager, and Treasurer.
 - (d) To purchase, take on lease or otherwise acquire for the club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as they may think fit.
 - (e) To appoint a paid General Manager upon such terms and conditions as they may think fit and to define the powers and duties of and remuneration of any such General Manager and to vary the same from time to time as they in their absolute discretion think fit, and for that purpose to enter into any agreement to effectuate the appointment.
 - (f) To appoint any delegate or delegates to represent the Club for any purpose with such powers within these Articles as they may think fit.
 - (g) To engage, control and dismiss the Club's servants, employees and paid officials to fix emoluments where necessary.
 - (h) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club, or its officers, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts due, and of any claim or demands by or against the Club.
 - (i) To refer any claims or disputes by or against the Club to arbitration and observe and perform awards.
 - (j) To make and give receipts, releases and other discharges for moneys payable to the Club and for claims and demands of the Club.
 - (k) To invest and deal with any moneys of the Club not immediately required for the purposes thereof in such manner as they may think fit, and from time to time to vary or release such investments.

(l) **Restrictions of Powers of the Board of Directors**

The Board of Directors shall not unless so authorised by a special resolution of the members in General Meeting raise or borrow any sum or sums of money upon Mortgage or charge of any of the property of the Club or Debentures, Debenture Stock or obligations at any time nor sell any lands owned by the Club.

BY-LAWS AND RULES

32 The Board of Directors shall have power to make from time to time, and to alter and repeal such By-Laws and Rules as they may deem expedient for the proper management of the Club, and in particular but not exclusively may make such By-Laws and Rules regulating or determining the following;

Penalties:

- (a) The penalties or fines for the violation of these Articles or of the By-Laws and Rules or for conduct detrimental to the Welfare of the Club and the enforcement or remission of such penalties or fines.

Eligibility for Membership:

- (b) The persons eligible and the terms and conditions on which they shall be admitted to any class of membership of the Club.

Entrance Fees and Subscriptions:

- (c) The entrance fees (if any) and subscriptions or payments in respect of membership of the Club.

Green Fees:

- (d) The Green Fees and other charges payable by members.

Visitors Fees:

- (e) The fees payable by Visitors and the rights and privileges of such.

Hours:

- (f) The times of opening and closing of the course, grounds, Club House and premises of the Club or any part thereof.

Premises:

- (g) The regulations to be observed by members or visitors playing any games on the Club's premises.

Competitions:

- (h) The conditions and regulations of competitions held by the Club and for this purpose the Board of Directors shall determine the entitlement of members to play in competitions on the basis of:-
- (i) those members who hold an Australian Men's Handicap;
 - (ii) those members who hold an Australian Women's Handicap;

- (iii) those members who have Junior Membership. The Board of Directors may at its discretion determine that any Junior Member who has an Australian Men's or Women's Handicap can play in any competition for other classes of members.
- (iv) No member shall take part in any competition, game or match while he or she is not a financial member of the Club. An unfinancial member shall be disqualified from that competition, game or match. The acceptance of any entrance fee for any competition, game or match by any Officer, employee other person or organisation shall not exonerate any member from this Rule.

Conduct:

- (i) The conduct of members of the Club in relation to one another and to the servants of the Club.

Procedures at Meetings:

- (j) The procedures at General Meetings of the Club and meetings of the Board of Directors.

General:

- (k) And generally all such matters as are commonly the subject matter of Club Rules.

33 Authority of By-Laws and Rules

Any By-Law or Rule made under these Articles shall come into force and have the full authority of a Rule of the Club on being posted up in the Clubhouse, provided nevertheless that no By-Law or Rules shall be inconsistent with or shall effect or repeal anything contained in the Memorandum or Articles of Association of the Club and that any By-Laws or Rules may be set aside by a special resolution of a General Meeting of the Club. Provided that any action taken by the Board of Directors in terms of any By-Law or Rule, which may be so, set aside shall be held valid for the period preceding such setting aside.

DUTIES OF GENERAL MANAGER

Meetings, Register, General:

- 34 (a)** The Board of Directors shall appoint a General Manager who shall be the General Manager of the Club for the purposes of the applicable Act and shall have the title of "General Manager." Should the office of General Manager become vacant, or should the General Manager be temporarily absent or unwilling to act, the Board shall have the power to appoint any person to perform the duties required by these Articles, to be performed by the General Manager. At any time there shall be only one General Manager of the Club.
- (b) The General Manager shall keep full and correct Minutes of all resolutions and proceedings at meetings of the Club and Board of Directors in a book to be provided for the purpose and shall produce them at all meetings and

shall also keep a register of members in accordance with Article 8, and generally shall perform such duties as the Board of Directors may prescribe or direct. The duties of the General Manager are those specified and agreed upon as stated in the Employment Agreement.

Finance:

- (c) The General Manager shall pay into the Club's bank to the credit of the Club all moneys received on account of the Club.

ACCOUNTS & AUDIT

- 35 (a) The Board of Directors shall cause proper accounts and records to be kept with respect to the financial affairs of the Club in accordance with the applicable Act. The books of account shall be kept at the Office of the Club or at any such other place as the Board or Directors thinks fit. The Club shall at all times make its accounting records available in writing for the inspection of members of the Board of Directors and any other persons authorised or permitted by or under the applicable Act to inspect such records.
- (b) The Club must within five (5) months after the end of the Club's financial year or not less than 14 days before each Annual General Meeting (whichever is the earlier) send to each member of the Club, but subject to the applicable Act. either:
 - A copy of the financial report required under the applicable Act, a copy of the Directors report required under the applicable Act (including particulars of the number of members registered in the Register of members at the end of the Club's financial year) and a copy of the Auditor's report required under the applicable Act; or
 - A copy of the concise report that complies with the applicable Act
- (c) The financial year of the Club shall commence on the first day of March and end on the last day of February in each year or, subject to the applicable Act, be for such other period as the Board determine.
- (d) Auditors shall be appointed and their duties regulated in accordance with the applicable Act and their remuneration shall be agreed by the Board.

EXECUTION OF DOCUMENTS

- 36 (a) The Board must provide for the safe custody of the Seal.
- (b) The Club may execute a document (including a deed) with the Seal by fixing the seal to the document and having the fixing of the Seal witnessed by either one (1) member of the Board of Directors and the General Manager, or two (2) members of the Board of Directors.
- (c) The Club may execute a document (including a deed) without using the Seal if that document is signed by either one (1) member of the Board of Directors and the General Manager, or two (2) members of the Board of Directors.

- (d) The Club must not execute a document (whether with or without using the Seal) except by the authority of a resolution passed at a meeting of the Board.

MEMBERS WITH AN AUSTRALIAN WOMEN'S HANDICAP

- 37** The Board of Directors shall appoint not less than one of their number to request those members who hold an Australian Women's Handicap to form a Committee for the purposes of initiating and conducting all of the golf competitions and events for these members including the provision of trophies, organising and coordinating the hospitality required for all golf competitions and events. Members with an Australian Women's Handicap shall be entitled to elect from those members a President, Vice-President, Captain, Vice Captain, Secretary and five other members. The Committee shall provide to the Director so appointed all such competition details as that Director may from time to time request and/or require. The Board of Directors of the Club shall affiliate the Committee with Golf Queensland and/or any other body controlling golfers with an Australian Women's Handicap. Any member elected to this Committee shall hold office for a period of twelve months when they shall retire but they shall be eligible for re-election. The Committee shall meet as often as is reasonably necessary to conduct and/or comply with its obligations under this clause. A quorum for any meeting of this Committee shall be 50% of the number elected to the Committee plus one. The Women's Committee will operate within financial guidelines, which the Board of Directors may from time to time prescribe.

ALTERATION OF ARTICLES

- 38** These Articles may be altered, rescinded or repealed and New Articles may be made in the manner prescribed by Special Resolution under the Corporations Law passed at a Special General Meeting.

INDEMNITY

INDEMNITY TO OFFICERS

- 39** (a) Every person who is or has been an officer (as defined in the Act) of the Club, shall be indemnified, to the maximum extent permitted by law whilst on or attending to the Club's business, out of the property of the Club against any liabilities for cost and expenses incurred by that person:
- (i) in defending any proceedings whether civil or criminal, in which judgment is given in that person's favour or in which that person acquitted; and/or
 - (ii) in connection with any application in relation to such proceedings in which relief is granted to that person under the applicable Act by the Court provided that the liability was incurred whilst on or attending to the Club's Business.

- (b) Every person who is or has been an officer (as defined in the applicable Act) of the Club shall be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liability to another person (other than the Club or a related body corporate) as such an officer unless the liability arises out of conduct involving a lack of good faith.
- (c) The Club may pay a premium for a contract insuring a person who is or has been an officer (as defined in the applicable Act) of the Club against liability:

Names, Addresses and Descriptions of Subscribers.

M.E. Parrot, 2 Wagga Street, Toowoomba. Retired.

R.H. Mienert, 170 Bridge Street, Toowoomba. Accountant.

J. Akes, 130 Mary Street, Toowoomba, Optometrist.

R.J. Atwell, 16 Hamilton Street, Toowoomba. Insurance Loss Assessor.

D.H. Smith, 69 Ramsay Street, Toowoomba. Company Director.

Witness of the above signatures:-



**Memorandum of Association
of
Toowoomba Golf Club Ltd**

**Annual General Meeting
held on 29 May 2017**

29/5/17