



RULES OF INCORPORATION

OCTOBER 2014

NORTHERN GOLF INC.

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NORTHERN GOLF INC.

RULES

1. NAME.

The name of the Association shall be Northern Golf Incorporated (in these Rules called "The Association").

2. AREA.

For the purpose of these Rules "Northern Tasmania" means an area in the Northern Districts of Tasmania and being an area east of Port Sorell including Deloraine and north of parallel 42 degrees 10 minutes. (63 Telephone Area) including Freycinet Golf Club.

3. OBJECTS.

The basic objects of the Association are:

- (a) To promote, administer, control and regulate the game of golf in Northern Tasmania.
- (b) To abide by the conditions of the Rules and By-laws and to accept and enforce all decisions of Golf Tasmania Inc. Subject to the approval of the Northern Golf Inc.
- (c) To affiliate with Golf Australia, Golf Tasmania, liaise with other States and Territories of Australia and promote and co-operate with other Tasmanian Area Association bodies.
- (d) To represent fairly and equitably all registered golf club members in Northern Tasmania.

4. SUPPLEMENTARY OBJECTS.

- (a) To appoint, employ, remove or suspend such persons as may be necessary or convenient for the purposes of the Association.
- (b) To be a Member of Golf Tasmania Inc. and to establish or aid in the establishment or support of any Association formed for any of the Objects of the Association.
- (c) To protect the interests of its Members.
- (d) To establish and enforce uniformity in the Rules of the Game, the System of Handicapping and the Rules of Amateur Status.
- (e) To regulate inter-club pennant matches, to consider applications and to allocate dates for open tournaments held by constituent clubs.
- (f) To conduct or authorise the conduct of such Area or District events as considered necessary to achieve the Objects of the Association.
- (g) The purchase, taking on lease or otherwise acquiring any real or personal property that may be deemed necessary or convenient for the furtherance of these Objects.
- (h) The buying, selling and supplying of, and dealing in, goods of kind.

- (i) The acceptance of any gifts whether subject to a special trust or not and the taking of such steps as the Association may deem expedient for the purpose of procuring contributions to the Funds of the Association whether by way of Donations, Subscriptions, Levies, Sponsorship or otherwise.
- (j) The borrowing and raising of money in such manner and on such terms as the Association may consider appropriate.
- (k) The investment of any monies of the Association in such manner as the Association may from time to time determine.
- (l) The doing of all such lawful things as are incidental or conducive to the attainment of the Objects of the Association

5. MEMBERSHIP.

- (a) Subject to the approval of the Management Board of the Association members as defined in Item 2 shall be; for the purpose of these Rules "Northern Tasmania" means an area in the Northern Districts of Tasmania and being an area east of Port Sorell including Deloraine and north of parallel 42 degrees 10 minutes. (63 Telephone Area) including Freycinet Golf Club. and any other golf club approved by Golf Tasmania
- (b) **Life members.** The Management Board and Members may recommend to the Northern Golf Inc. AGM that an individual be granted life membership of the Association, the title of Life Member upon any Individual with such title to carry no other power or privileges.

6. HEADQUARTERS.

The headquarters of the Association shall be determined by a two-thirds affirmative of the Management Board.

7. GENERAL MEETINGS.

- (a) The Association shall, in each year, hold an Annual General Meeting on such day as the Management Board shall decide but no later than the 31st day of October in each year.
- (b) The Annual General Meeting shall be specified as such in the Notice convening it.
- (c) The ordinary business of the Annual General Meeting shall be:
 - (i) To confirm the minutes of the last preceding Annual General Meeting and any Special General Meeting held since that Meeting.
 - (ii) To receive and adopt the Annual Report of the President and Balance Sheet and supporting Accounts for the last preceding year.
 - (iii) To receive Reports from the Auditor and any other Reports as decided by the Management Board.
 - (iv) To elect the Management Board as described in Clause 8.

- (v) To appoint an Auditor.
- (d) The Annual General Meeting may transact special business of which notice is given in the Notice of Meeting.
- (e) The Chairperson shall then close the meeting and call for any General Business
- (f) The President shall call a Special General Meeting at the request of the Management Board or upon written request from at least 25% of the Member Clubs of the Association. At such Meeting no other business shall be transacted than that for which it is called and such business must be specified in the Notice of Meeting. (6 Member Clubs)
- (g) At least 21 days notice shall be given of all General Meetings.
- (h) The Quorum at any General Meeting shall be ten (10) Delegates present in person or Proxy representing at least 25% of the Member Clubs of the Association.
- (i) If a Quorum is not present one (1) hour after the appointed time for the commencement of a General Meeting, then:
 - (i) If convened on the requisition of members, then the General Meeting is to be cancelled.
 - (ii) In any other case, the General Meeting is to be adjourned and re-scheduled within thirty (30) days.
 - (ii) The chairman, by written notice or at the time of adjournment, may specify another venue to which a meeting is adjourned.
- (j) If at a reconvened General Meeting a Quorum is not present one (1) hour after the appointed time for the commencement of a General Meeting, the General Meeting is to be cancelled.
- (k) Member golf clubs of the Association shall have the right to nominate 3 delegates comprising of at least (1) one male delegate and (1) one Female delegate to attend any General Meeting of the Association to represent their golf club.
- (n) All Delegate nominations must be signed by the Secretary/Manager of the Member Club confirming the nominated Delegate as a current financial member of that Member Club.
- (o) Any paid employee of a Member Club is not eligible to be appointed to represent his/her Member Club.
- (p) In the event of any resolution or motion resulting in an equality of votes it shall be deemed to have been lost.
- (q) At a question arising at a General Meeting of the Association:
 - (i) each member has one vote;
 - (ii) votes may be given personally or by proxy in a form approved by the Board of Management.

8. MANAGEMENT BOARD.

- (a) The management of the Association shall be entrusted to the Management Board. The Executive of the Management Board shall be, the President – Vice President – Administration Officer.
- (b) The members of the Management Board shall consist of no more than eight (8) persons, comprising a minimum of two (2) male persons and a minimum of two (2) female persons.
- (c) Every member of the Management Board must be indemnified out of the property of the Association against any liability incurred by the person in that capacity in defending any proceedings:
 - (i) In which judgment is given in favour of that person; or
 - (i) In which the person is acquitted; or
 - (ii) In connection with any application in relation to any such proceedings, in which relief is granted to that person.
- (d) A member of the Management Board who is interested in any contract or arrangement made or proposed to be made with the Association is to disclose the interest at the first available opportunity:

9. NOMINATIONS FOR MANAGEMENT BOARD.

- (a) A financial member of any Member Golf Club may be nominated by his/her member club to stand for election to the Management Board.
- (b) A financial member of any Member Golf Club may self nominate to stand for election to the Management Board
- (c) Any paid employee of a member club is not eligible to be nominated or to self-nominate to stand for election to the Management Board.
- (d) All nominations to stand for election to the Management Board must be proposed by a financial golf club member and seconded by a financial golf club member, with the nomination signed by the Secretary/Manager of the nominee's member club to confirm the nominee is a current financial member of the member club.

10. ELECTION OF MANAGEMENT BOARD.

- (a) The Administration Officer is to forward to each Member entitled to vote a notice of meeting at least six (6) weeks prior to the AGM including a request for notice of special business and a call for nominations.
- (b) All nominations to be returned to the Administration Officer at least 21 days prior to the AGM.
- (c) The Administration Officer must circulate a list of nominations to all member clubs at least 14 days prior to the AGM.
- (d) At subsequent Annual General Meetings the four (4) vacant office positions shall be filled for a period of two (2) years and by election in the following manner:

- (i) Nominees for the Management Board as per Clauses 10 (b) and (c) shall be voted by secret ballot by delegates present in person or by proxy or by postal vote for delegates from clubs situated more than 80 kilometers from the AGM venue.
- (ii) Where there are less than four (4) nominations for membership of the Management Board, those nominees will be considered elected and the Management Board shall hold power to fill the remaining vacant office positions subject to the minimum criteria as specified in Clause 8 (b). (2 Male & 2 Female)
- (iii) Where there are more than four (4) nominations for membership of the Management Board, the four (4) nominees with the highest vote tally will be considered elected, subject to the minimum criteria as specified in Clause 8 (b). (2 Male & 2 Female)
- (iv) Where the minimum criteria as specified in Clause 8 (b) has not been met, then the next highest ranking male and/or female nominee(s) will be elected to the Management Board ahead of the lowest ranked male and/or female nominee(s) as per Clause 10 (e) (iii).
- (v) Retiring members of the Management Board are eligible to nominate for re-election to the Management Board subject to Clause 8 (b).
- (vi) In the event of a tie, deciding vote to be determined by the Chairman calling for the casting of another vote for a decision to break the tie.

11. RULES AND RESPONSIBILITIES OF THE MANAGEMENT BOARD.

- (a) At its first meeting after the Annual General Meeting, the Management Board shall:
 - (i) By a majority vote, elect a President to stand for one (1) year. The President shall be eligible for re election.
 - (ii) Appoint a Vice – President from its elected members.
 - (iii) Appoint representatives to Golf Tasmania Inc. as required
 - (iv) Appoint such other officers bearers or sub-committees as are required for the efficient management of the Association.
- (b) No person shall hold more than one position on the Management Board at any one time.
- (c) The Management Board may frame Regulations for carrying out all or any of the objects of the Association and may appoint and delegate authority to sub – committee as deemed desirable.
- (d) A regulation may be altered at a Management Board meeting provided that prior written notice of such intended alteration has been given to all Management Board members, and subject to the agreement of two-thirds of the Management Board
- (e) Ordinary Meetings of the Management Board shall be held on such dates as shall be designated by the President, with a minimum of four (4) each year. At least twenty one (21) days notice of all Ordinary Meetings shall be required.

- (f) The President shall call a Special Meeting of the Management Board upon the request in writing of three (3) members of the Management Board. At such Special Meeting no other business shall be transacted than that for which the meeting is called, and such business as is called must be specified in the Notice of Special Meeting. At least twenty one (21) days notice of all Special Meetings shall be required.
- (g) In the event of any resolution or motion resulting in an equality of votes it shall be deemed to have been lost.
- (h) In the event of a vacancy of office occurring prior to an Annual General Meeting of the Association, the Management Board shall hold power to fill the vacancy for the unexpired period on a majority vote of those present.
- (i) The quorum for any meeting of the Management Board shall be five (5) elected members present in person.
- (j) If thirty (30) minutes after the appointed time for the commencement of a Management Board Meeting a Quorum is not present, then the Management Board Meeting is to be adjourned and re-convened within thirty (30) days, unless the meeting was a Special Meeting in which it is to be cancelled.

12. CHAIRPERSON.

- (a) The President shall be the Chairperson at all Meetings of the Association and of the Management Board, except that in the absence of the President, the Vice President shall preside.
- (b) In the absence of both the President and the Vice President, a Member of the Management Board may be appointed by those present at the meeting. The Chairperson shall be entitled to a deliberative vote and shall not have a casting vote.

13. ADMINISTRATION OFFICER.

- (a) The Administration Officer shall keep records of all Meetings of the Association and of the Management Board, and shall issue notices of such Meetings.
- (b) The Administration Officer shall take charge of all correspondence and papers and receive all money belonging to the Association and disburse or invest such moneys under the direction of the Management Board.
- (c) The Administration Officer shall report in writing the state of the Finances when required by the Management Board.
- (d) The Administration Officer shall ensure that all legal requirements are met.
- (e) At the Annual General Meeting, the Administration Officer shall submit a duly audited Balance Sheet and Statement of Income and Expenditure for the preceding financial year, a copy of which shall be circulated to all Member Clubs with the Notice of Meeting.
- (f) The Administration Officer shall prepare for, arrange and generally control Championship events, Pennant Series and other Events as required by the Management Board.

- (g) The Administration Officer shall be a paid employee to the Association, with the remuneration of the Administration Officer to be decided by the Management Board.
- (h) The Administration Officer shall perform the role of Public Officer of the Association.
- (i) The Administration Officer shall perform such other duties as determined by the Management Board.
- (k) The Administration Officer shall be the Public Officer of the Association

14. FINANCE.

- (a) The Administration Officer of the Association shall, on behalf of the Association, receive and account for all monies paid to the Association.
- (b) All funds of the Association shall promptly be deposited into the Association's accounts at such bank or recognised financial institution as the Management Board may determine.
- (c) All accounts due by the Association shall be paid by Cheque, BPAY or Electronic Funds Transfer [EFT], after having been passed for payment at the Management Board meeting, and where immediate payment is necessary, account(s) shall be paid and the action endorsed at the next Management Board meeting.
- (d) The Administration Officer shall not spend more than a set amount of petty cash without the consent of the Management Board and shall keep a record of such expenditure in a petty cash book.
- (e) The signatories to the Association's accounts shall comprise any two (2) of the President, Vice-President, Administration Officer and one other member of the Management Board.
- (f)
 - (i) All property and income of the Association will apply solely to the promotion of the objects of the Association and no part of that property or income shall be paid or otherwise distributed, directly or indirectly, to members or servants or by dividend bonus or otherwise except as provided in sub-clause (ii);
 - (ii) The prohibition in (i) shall not prevent:
 - A. remuneration for services actually rendered or for goods supplied in the ordinary course of business by a servant or member;
 - B. interest at a rate the Board of Management considers reasonable for moneys lent to the Association by a servant or member;
 - C. reasonable rent for premises let to the Association by a servant or member..

15. AUDITOR.

- (a) At each Annual General Meeting of the Association an Auditor shall be appointed and the Management Board may be authorised to negotiate the Auditor's Fee.
- (b) The Auditor so appointed shall hold office until the next Annual General Meeting and is eligible for re-appointment. Should a casual vacancy occur in the Office of Auditor during the course of a financial year, the Management Board shall appoint a replacement Auditor who shall hold office until the next Annual General Meeting.

- (c) The Accounts of the Association shall be examined by the Auditor who shall make a report to the Members at the Annual General Meeting.
- (d) The Auditor's Report in certifying the Accounts, shall state:
 - (i) That the information received has been obtained.
 - (ii) Whether, in the Auditor's opinion, the Accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Association according to the information available and the explanations given and as shown by the Books of the Association, and
 - (iii) Whether the Rules relating to the Administration of the funds of the Association have been observed.
- (e) The Administration Officer shall deliver to the Auditor a list of all the Accounts, Books and Records of the Association
- (f) *THE AUDITOR:-*
 - (i) Has the right of access to the Accounts, Books, Records, Vouchers and Documents of the Association.
 - (ii) May require from the servants of the Association such information and explanations as may be necessary for the performance of the Auditors duties.
 - (iii) May employ assistance in investigating the Accounts of the Association.
 - (iv) May, in relation to the Accounts of the Association, examine any Member, Member of the Management Board or any servant of the Association.

16. FINANCIAL YEAR.

The Financial Year shall end at the 30th day of June each year and the new financial year will start on 1st July each year.

17. OBLIGATIONS AND DISCIPLINE.

- (a) The acceptance of Membership in the Association shall bind each Club to abide by all the conditions of these Rules, the Regulations of the Association as at present, and as from time to time amended, and to accept and enforce all decisions of the Management Board.
- (b) Refusing or neglecting a strict and honorable compliance with the requirements of Clause 17 (a) shall render the Club guilty of such non compliance liable to a fine, suspension, expulsion or other penalty imposed by a two thirds majority of the Management Board. An appeal against decisions of the Management Board reached under this section may be taken to the Annual or other Special General Meeting of the Association upon an appeal being lodged by the Club so found guilty by the Management Board whereupon the Management Board must seek to arrange for a meeting of the Association. If at that meeting a two thirds majority of those entitled to vote in present or by proxy in support of the Management Board's decision shall mean that the appeal shall fail, or if otherwise the appeal shall succeed. The decision at the meeting shall be final and binding on the parties.
- (c) No club, however, shall be fined, suspended, expelled or deprived of any privileges unless at least twenty eight days notice in writing embodying the charges made shall have been forwarded to the Secretary of such Member Club.

18. AFFILIATIONS AND CAPITATION FEES.

- (a) Membership Fees shall be made up of:
 - (i) Affiliation fees; and
 - (ii) Capitation fees.
- (b) Member Clubs shall be subject to such Annual Affiliation fees as shall be fixed by the Management Board
- (c) Member Clubs shall be subject to such Annual Capitation fees as shall be fixed by the Management Board
- (d) A Capitation Fee shall be payable by each Member Club and shall be an amount based on a fixed figure for each adult male golfer, and female golfer who have playing rights, as at the 30th day of June each year.
- (e) The amount of Capitation Fees referred to in Clause 18 (c) shall be determined by the Management Board and shall be collected by the Members Club and paid in total to the Association.
- (f) (i) Notice shall be given to each Member Club no later than the 30th of May each year setting out the financial obligations of its Members, and failure to pass such dues to the Association by the 31st of August of the same year shall automatically preclude a delinquent Member Club from any privilege of Membership including its Members:
 - (ii) The termination of the membership of a member may be considered by the Association when a member fails to pay all arrears of any subscription due within twenty eight (28) days after receiving a notice in writing signed by the Administration Officer of the Association stating that the member has ceased to be a financial member of the Association
 - (iii) By notifying the Associations other members that this (name) member is no longer a member of the Association
 - (iv) As an unfinancial member, the Association may stop its unfinancial member members from competing in all events run by the Association, Open Meetings, Pennant etc.
 - (v) The unfinancial member may apply to become a member again of the Association by paying all money in arrears owed to the Association before the Association vote to except the golf club to be a member of the Association.
- (g) The receipts from Affiliation and Capitation Fees shall be devoted to such purposes as comply with these Rules and as thought fit by the Management Board.
- (h) The Management Board may at any time impose a special levy, or levies, upon Member Clubs provided that such levy or levies have been approved by a majority of delegates present in person or by proxy at any Special General Meeting of the Association.

19. NON – PROFIT.

The assets and the income of the Association shall be applied solely in the furtherance of its above mentioned objectives, and no portion shall be distributed, directly or indirectly, to the Members of the Association except as bona fide compensation for services or expenses incurred on behalf of the Association.

20. AMENDMENTS TO RULES.

- (a) Amendments to these Rules may be made at any Annual or other Special General Meetings of the Association by a favorable vote of at least 75% of members present in person or by proxy. At least twenty one (21) days notice stating the proposed amendment (s) must be given to all Member Clubs.
- (b) In this or any proceeding Clause where a percentage or fraction of votes cast is required, a half or greater fraction of one shall be considered a whole vote and any smaller fraction ignored.

21. DISSOLUTION.

If, on the winding up of the Association, any property of the Association remains after satisfaction of the debts and liabilities of the Association and the costs, charges and expenses of that winding up, that property shall be distributed:

- (i) to another incorporated association having objects similar to those of the Association; or
- (ii) for charitable or benevolent purposes, which incorporated association or purposes, as the case requires, shall be determined by resolution of the members.

22. LIABILITY OF MEMBER CLUBS.

In the event of the Association being dissolved, the Member Clubs of the Association as at the end of the previous financial year are liable to contribute to the assets of the Association for payments of the Debts or Liabilities of the Association and for the cost, charges and expenses of the winding up and for the adjustments of the rights contributories such sum not exceeding ten dollars (10) as may be required.

23. SEAL OF THE ASSOCIATION.

- (a) The Seal of the Association shall be in the form of a rubber stamp inscribed with the name of the Association encircling the word 'Seal'
- (b) The Seal of the Association shall not be fixed to any instrument except by authority of the Management Board and the fixing thereof shall be attested by the Signatories either of two (2) Members of the Management Board and the Public Officer of the Association or such other person as the Management Board may appoint for that purpose, and that attestation is sufficient for all purposes that the Seal was affixed by Authority of the Management Board
- (c) The Seal shall remain in the custody of the Public Officer.