

# Transaction Implementation Deed

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**Wonthaggi Golf Club Incorporated (ABN 99 312 550 590)**  
**(WGC)**

**The Wonthaggi Club (ACN 004 154 045)**  
**(WC)**

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## Details

### Parties

<b>WGC</b>	<b>Name</b>	<b>Wonthaggi Golf Club Incorporated</b>
	ABN	99 312 550 590
	Address	PO Box 323, Wonthaggi VIC 3995
<b>WC</b>	<b>Name</b>	<b>The Wonthaggi Club</b>
	ACN	004 154 045
	Address	16 McBride Avenue, Wonthaggi VIC 3995

### Date of Deed

## Terms

### Introduction

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- A. WGC and WC have agreed to merge by means of an amalgamation pursuant to Part 2, Division 3 of the AIR Act.
- B. WGC and WC have agreed in good faith to implement the Transaction on the terms and conditions of this Deed.
- C. WGC and WC have agreed certain other matters in connection with the amalgamation and the Transaction as set out in this Deed.

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### 1. Definitions

#### 1.1 Definitions

In this Deed:

**Adviser** means, in relation to an entity, a financier, financial adviser, corporate adviser, accounting adviser, auditor, legal adviser, or technical or other expert adviser or consultant who has been engaged by that entity in relation to the Transaction from time to time.

**AIR Act** means the *Associations Incorporations Reform Act 2012* (Vic).

**Amalgamated Association** means the amalgamated association known as the Wonthaggi Country Club, or such other name as agreed by the parties, incorporated in accordance with the Transaction and pursuant to section 19 of the AIR Act.

**ASIC** means the Australian Securities and Investments Commission.

**Business Day** means a day on which banks are open for business in Melbourne, excluding a Saturday, Sunday or public holiday.

**Business Hour** means an hour in the period between 8:00 am to 6:00 pm on a Business Day.

**CAV** means Consumer Affairs Victoria.

**Claim** means any claim, demand, proceeding or cause of action whether arising in contract, tort, under statute or otherwise.

**Completion** means fulfilment of the Conditions.

**Completion Date** means the date that Completion occurs, or such later date (being a date that is not later than the End Date) as agreed by the parties in writing.

**Conditions** means each of the conditions in clause 2.1.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Deed** means this transaction implementation deed, and all schedules and annexures to it.

**Effective** means the coming into effect, pursuant to section 19(1) of the AIR Act, or the decision of the CAV made under section 19(1) in relation to the Transaction.

**Encumbrance** means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered.

**End Date** means 31 December 2026, or such later date as the parties may agree in writing.

**Force Majeure Event** means an event or cause beyond the reasonable control of a party claiming force majeure including, without limitation:

- (a) any act of God, storm, flood, fire, lightning, earthquake, explosion or pandemic;
- (b) any industrial dispute, lockout or labour difficulty (other than when such action could reasonably have been avoided by the relevant party);
- (c) war, riot, blockade, revolution, civil commotion or any other act against public order or authority; or
- (d) any embargo, restraint or restriction by any person or Regulatory Authority.

**Force Majeure Party** has the meaning given in clause 11.1.

**Gaming Machine Entitlements** means the gaming machine entitlements held by WC as at the date of this Deed.

**General Meeting** means the general meeting of the Members of an entity, convened to consider and vote on the matters set out in this Deed.

**Incorporated Association** has the same meaning under the AIR Act.

**Loss** means, in relation to any fact, matter or circumstance, all losses, costs, charges, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance including all legal and other professional expenses on a solicitor-client basis incurred in connection with investigating, disputing, defending or settling any Claim relating to that fact, matter or circumstance.

**Material Adverse Change** means, in respect of WC or WGC, means any event, condition or change that is announced or becomes known to either party after the date of this Deed which, either individually or when aggregated with any other events, matters or circumstances, materially and adversely affects or could reasonably be expected to materially and adversely affect the assets, liabilities, financial results of operations, financial conditions, business or prospects of WGC or WC (as the case may be).

**Members** means, in relation to each party, the members who are entitled to vote at a general meeting of the members of that entity.

**Member Approval** means a special resolution passed by the majority of the Members in attendance and voting on the decision or resolution.

**New WC Entity** means the entity incorporated by WC in accordance with clause 2.1(b).

**New WC Entity General Meeting** means the general meeting of the Members of the New WC Entity, convened to consider and vote on the approval of the Transaction.

**Permitted Encumbrances** means the Encumbrances listed in Schedule 4.

**Prescribed Occurrence** means in relation to an entity, if any of the following occurs in respect of that entity:

- (a) a restructure of the entity has been effected, other than as contemplated by this Deed;
- (b) the disposal of, or agreement to dispose of, any business asset or undertaking in a single or series of related transactions of the entity, the value of which exceeds \$100,000, other than as contemplated by this Deed;
- (c) the acquisition, or agreement to acquire, any business, asset or undertaking in a single or series of related transactions of the entity, the value of which exceeds \$150,000, other than as contemplated by this Deed;
- (d) the creation, grant, or agreement to create or grant an encumbrance over the whole, or substantial part, of an entity's business, property, or assets, other than the Permitted Encumbrances or otherwise in the ordinary course of business.

**Regulatory Authority** means any Australian or foreign government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial entity, commission, tribunal agency or authority or any Minister, department, office or delegate of any government. It includes a self-regulatory organisation established under statute or a securities exchange, ASIC, CAV and the Australian Competition and Consumer Commission.

**Representatives** means the WC Representative and the WGC Representative and **Representative** means either one of them.

**Rules** means the rules of the Amalgamated Association substantially in the form set out in Annexure B.

**Secretary** means the first appointed secretary of the Amalgamated Association in accordance with clause 2.1(f).

**Timetable** means the indicative timetable set out in Schedule 2, or such other timetable agreed by the parties in writing.

**Transaction** means the amalgamation of WGC and WC to form the Amalgamated Association pursuant to Part 2, Division 3 of the AIR Act and in accordance with the details as to name, purpose and committee structure set out in Schedule 1, and adopt the Rules as the rules for the Amalgamated Association or as otherwise as agreed in writing between the parties.

**Transaction Implementation Committee** comprises of the persons set out in item 3 of Schedule 1.

**VGCCC** means the Victorian Gambling and Casino Control Commission.

**WC Committee Members** means the person(s) nominated to be WC's representative(s) on the Transaction Implementation Committee.

**WC Entity Change** means the change of the entity type of WC from a company limited by guarantee to an Incorporated Association.

**WC Property** means:

- (a) Crown allotment 5, 6 and 7 section 2 of the Township of Wonthaggi (more commonly described as 12-14 McBride Avenue, Wonthaggi VIC 3995);
- (b) the Land in Plan of Consolidation 158878Q (more commonly described as 123 McKenzie Street, Wonthaggi VIC 3995); and
- (c) Lot 1 on Title Plan 092379P (more commonly described as 125 McKenzie Street, Wonthaggi VIC 3995),

and all other the real properties held by WC from time to time.

**WC Property Mortgage** means the mortgage held by Australia and New Zealand Banking Group Ltd over the WC Property.

**WC Representative** means a bona fide legal representative of WC.

**WGC Committee Members** means the person(s) nominated to be WGC's representative(s) on the Transaction Implementation Committee.

**WGC Property** means Crown Allotment 39 section 117 of the Township of Wonthaggi (more commonly described as 11 Doctor Sleeman Drive, Wonthaggi VIC 3995), and all other the real property held by WGC from time to time.

**WGC Property Mortgage** means the mortgage held by Bendigo Bank Limited over the WGC Property.

**WGC Representative** means bona fide legal representative of WGC.

## 1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words that are gender neutral or gender specific include each gender;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (g) a reference to time is to Melbourne, Australia time;
- (h) a reference to a party to a document includes that party's legal personal representatives, successors, permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, Regulatory Authority or other entity;
- (j) a reference to a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to an agreement other than this Deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
- (m) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;
- (o) if there is any conflict between the body of this Deed and its schedules or annexures the terms of the main body of this Deed will prevail; and
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.



## **1.3 Headings**

Headings are for ease of reference only and do not affect interpretation.

## **1.4 Best and reasonable endeavours**

A reference to a party using or obligation on a party to use its best endeavours or reasonable endeavours to procure that something is performed or occurs or does not occur, or to comply with all reasonable requests or directions, does not oblige that party to:

- (a) pay money:
  - (i) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of Advisers, to procure the relevant thing); or
  - (ii) in circumstances that are commercially onerous or unreasonable in the context of this Deed;
- (b) provide other valuable consideration to or for the benefit of any person; or
- (c) agree to commercially onerous or unreasonable conditions.

## **1.5 Consents and approvals**

Each party acknowledges and agrees that:

- (a) it must use all reasonable endeavours, and do all thing reasonably necessary, to obtain the required approval of its Members for the Transaction, but a failure to obtain such Member Approval, provided that the party has complied with its obligations under this clause 1.5, shall not be a breach of this Deed; and
- (b) if the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, such consent or approval may be given or such discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion (unless this Deed specifies otherwise).

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## **2. Conditions**

### **2.1 Conditions**

Subject to clause 4, the Transaction will not become Effective, and the obligations of the parties in relation to the implementation of the Transaction are not binding, until each of the following Conditions are satisfied or waived in accordance with clause 2.4:

Condition	Party entitled to benefit
<p>(a) <b>Incorporation of licensing entity</b> – the parties procuring the incorporation of an incorporated association known as “WCC Licensee Incorporated” (<b>WCC Licensee</b>) including:</p> <ul style="list-style-type: none"> <li>(i) the WGC and WC each holding a General Meeting to obtain Member Approval for the incorporation of WCC Licensee;</li> <li>(ii) making an application to CAV to incorporate WCC Licensee to hold the liquor licence and Gaming Machine Entitlements as set out in clauses 2.1(a)(ii) and 2.1(a)(iii); and</li> <li>(iii) making an application to VGCCC to obtain all the necessary licence, permit or approval required for the WCC Licensee to supply liquor at the WC Property and/or the WGC Property; and</li> <li>(iv) making an application to VGCCC to transfer the Gaming Machine Entitlements to WCC Licensee.</li> </ul>	WGC and WC
<p>(b) <b>Change of entity type</b> – WC procuring the change of its entity type from a company limited by guarantee to an Incorporated Association including:</p> <ul style="list-style-type: none"> <li>(i) obtaining Member Approval for the WC Entity Change;</li> <li>(ii) adopting rules that comply with the AIR Act and are otherwise suitable for an incorporated association registered with the CAV;</li> <li>(iii) making an application to CAV for the WC Entity Change; and</li> <li>(iv) obtaining any necessary or appropriate legal or regulatory consents or approvals to effect the WC Entity Change.</li> </ul>	WGC and WC
<p>(c) <b>Transfer of the WC Property and WGC Property</b> –the parties procuring the title and ownership of the WC Property and the WGC Property to vest in the Amalgamated Association.</p>	WGC and WC
<p>(d) <b>WC Member Approval</b> –the required special resolution substantially in the form set out in Annexure A of this Deed is passed by the requisite majorities under the AIR Act at a general</p>	WGC and WC

Condition	Party entitled to benefit
meeting of the WC Members, including the passing of any other resolution which the parties determine.	
(e) <b>WGC Member Approval</b> – the required special resolution substantially in the form set out in Annexure A of this Deed is passed by the requisite majorities under the AIR Act at a general meeting of the WGC Members, including the passing of any other resolution which the parties determine.	WGC and WC
(f) <b>Appointment of Secretary</b> – WGC and WC appointing Stephen John Curtis as the Secretary of the Amalgamated Association.	WGC and WC
(g) <b>Mortgagee Consent</b> – WGC informing Bendigo Bank Limited of the intended change in structure and obtaining all necessary consents in respect of the WGC Property Mortgage.	WGC and WC
(h) <b>Mortgagee Consent</b> – WC informing Australia and New Zealand Banking Group Ltd of the intended change in structure and obtaining all necessary consents in respect of the WC Property Mortgage.	WGC and WC
(i) <b>No Prescribed Occurrence:</b> No Prescribed Occurrence occurs in respect of WGC, or is discovered, announced, disclosed or otherwise becomes known to either party between the date of this Deed and Completion.	WC
(j) <b>No Prescribed Occurrence:</b> No Prescribed Occurrence occurs in respect of WC, or is discovered, announced, disclosed or otherwise becomes known to either party between the date of this Deed and Completion.	WGC
(k) <b>No Material Adverse Change:</b> No Material Adverse Change having occurred in respect of WGC, following the date of this Deed.	WC
(l) <b>No Material Adverse Change:</b> No Material Adverse Change having occurred in respect of WC, following the date of this Deed.	WGC

## 2.2 Reasonable endeavours and co-operation

- (a) Each of WGC and WC must use their respective reasonable endeavours to procure that:

- (i) the Conditions in clause 2.1 are satisfied to the extent that it is within their respective control, by the End Date; and
  - (ii) there is no occurrence within the reasonable control of WGC or WC (as applicable) that would, or is likely to, hinder or prevent any Condition from being satisfied.
- (b) For the purposes of clause 2.2(a), "reasonable endeavours" of a party will require that party to (among other things) co-operate with the other parties or a Governmental Agency or third party in good faith with a view to satisfying the Conditions, including providing all information reasonably required by the other parties in relation to WGC or WC (as applicable) in order to satisfy the Conditions, and providing all information reasonably required by any Governmental Agency or other third party to such Governmental Agency or third parties as appropriate.

## **2.3 Notice**

Each party must promptly notify the other party in writing if it discovers that any Condition is satisfied or becomes incapable of being satisfied.

## **2.4 Waiver**

The Conditions have been inserted in this Deed for the benefit of the party or parties identified in clause 2.1 and may be waived only by such party or parties.

## **2.5 End Date**

- (a) If any of the Conditions are not:
  - (i) waived under clause 2.4; or
  - (ii) satisfied,on or before the End Date, then the parties must consult in good faith to:
  - (iii) consider and, if agreed, determine whether the proposed merger may proceed by way of alternative means or method; or
  - (iv) consider and, if agreed, extend the relevant date or End Date and revise the matters to give effect to the proposed merger.
- (b) If the parties are unable to agree to an alternative means or method to proceed with the proposed merger or revised Timetable and matters to give effect to the proposed merger under clause 2.5(a), then a party may, by not less than 5 Business Days' written notice to the other party, terminate this Deed without any liability to the other party because of that termination, unless the relevant occurrence or the failure of the Condition to be satisfied, or the failure of the Transaction to become Effective, arises out of a breach of clauses 2.2 or 2.3 by the terminating party of this deed (for the avoidance of doubt, in such circumstances, the party which is not the terminating party of this deed may still terminate this deed).

## 2.6 Consequences of termination

Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination, on termination of this Deed:

- (a) no party shall have any rights against or obligations to any other party under this Deed except for those rights and obligations which accrued prior to termination; and
- (b) each party must, at its own cost, do all acts and things, including executing all documents, necessary to reverse all actions taken under this Deed.

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## 3. Steps for Implementation

### 3.1 WC obligations in respect of the Transaction

WC must, acting at all times in good faith, consult with WGC on a regular basis about its progress towards satisfying its obligations under this clause 3.1, and subject to WGC complying with its obligations under clause 3.2, take all necessary steps to propose and implement the Transaction as soon as is reasonably practicable and otherwise in accordance with the Timetable, including by doing each of the following:

- (a) **(Promotion of Transaction)** provide all reasonable cooperation in the promotion of the Transaction to WC's Members, including, where requested by WGC, meeting with key Members and, in consultation with WGC, undertaking Member engagement to encourage WC members to vote on the Transaction in accordance with the recommendation of the board of WC, that the Transaction is in the best interests of the WC Members;
- (b) **(First WC General Meeting)** WC must use its best endeavours to:
  - (i) prepare and despatch a notice of meeting in accordance with all applicable laws and in particular, the AIR Act, Corporations Act and the articles of association of the WC, to convene the First WC General Meeting for the WC Members to consider and, if thought fit, approve the WC Entity Change and the incorporation of WCC Licensee;
  - (ii) promptly hold the First WC General Meeting to consider and, if thought fit, approve the WC Entity Change and the incorporation of WCC Licensee;
  - (iii) subject to Member Approval being obtained at the First WC General Meeting for the WC Entity Change:
    - (A) notify ASIC to cancel its registration as a company limited by guarantee;
    - (B) lodge an application with CAV to become registered as an Incorporated Association; and
    - (C) do all things necessary to effect the WC Entity Change and the vesting of title and ownership of the WC Property in the New WC Entity;

- (iv) subject to Member Approval being obtained at the First WC General Meeting for the incorporation of WCC Licensee, together with WGC:
  - (A) lodge an application with CAV to register WCC Licensee as an Incorporated Association;
  - (B) lodge an application with VGCCC to obtain all the necessary licence, permit or approval required for the WCC Licensee to supply liquor at the WC Property and/or the WGC Property; and
  - (C) lodge an application with VGCCC to transfer the Gaming Machine Entitlements held by WC to WCC Licensee;
- (c) **(Transfer of the WC Property)** procure the title and ownership of the WC Property to vest in the New WC Entity;
- (d) **(New WC Entity General Meeting)** subject to the completion of the WC Entity Change, use its best endeavours to:
  - (i) prepare and despatch a notice of meeting in accordance with all applicable laws and in particular, the AIR Act and the rules of the WC, to convene the New WC Entity General Meeting to consider and, and if thought fit, approve the Transaction;
  - (ii) promptly hold the New WC Entity General Meeting to consider and approve the Transaction;
  - (iii) subject to Member Approval being obtained at the New WC Entity General Meeting for the Transaction prepare and promptly provide to the Secretary the Member Approval, in the form substantially set out in Annexure A, for inclusion in the application to CAV pursuant to clause 3.5;
- (e) **(Development of Golf course plan and master plan)** use its best endeavours to develop a golf course plan and master plan with WGC for the WC Property and the WGC Property to give effect to the Transaction;
- (f) **(Implementation of Golf course plan and master plan)** subject to Member Approval being obtained for the Transaction, take all necessary steps to implement the golf course plan and master plan with respect to the WC Property and the WGC Property to give effect to the Transaction;
- (g) **(Compliance with Laws)** do everything reasonably within its power to ensure that all transactions contemplated by this Deed are effected in accordance with all applicable laws and regulations (including the Corporations Act); and
- (h) **(All things necessary)** do all other things contemplated by or necessary to lawfully give effect to the Transaction.

### 3.2 WGC obligations in respect of the Transaction

WGC must, acting at all times in good faith, consult with WC on a regular basis about its progress towards satisfying its obligations under this clause 3.2, and subject to WC complying with its obligations under clause 3.1, take all necessary steps to propose and implement the Transaction as soon as is reasonably practicable and otherwise in accordance with the Timetable, including by doing each of the following:

- (a) **(Promotion of Transaction)** provide all reasonable cooperation in the promotion of the Transaction to WGC's Members, including, where requested by WC, meeting with key Members and, in consultation with WC, undertaking Member engagement to encourage WGC Members to vote on the Transaction in accordance with the recommendation of the committee of WGC, that the Transaction is in the best interests of the WGC Members;
- (b) **(WGC Member Approval)** subject to completion of the steps set out in clause 3.1(a) to 3.1(c), use its best endeavours to:
  - (i) prepare and despatch a notice of meeting in accordance with all applicable laws and in particular, the AIR Act and the rules of the WGC, to convene the WGC General Meeting to consider and approve the Transaction and the incorporation of WCC Licensee;
  - (ii) promptly hold the WGC General Meeting to consider and approve the Transaction and the incorporation of WCC Licensee;
  - (iii) subject to Member Approval being obtained at the WGC General Meeting for the Transaction, prepare and promptly provide to the Secretary the Member Approval, in the form substantially set out in Annexure A, for inclusion in the application to CAV pursuant to clause 3.5;
  - (iv) subject to Member Approval being obtained at the WGC General Meeting for the incorporation of WCC Licensee, together with WC:
    - (A) lodge an application with CAV to register WCC Licensee as an Incorporated Association; and
    - (B) lodge an application with VGCCC to obtain all the necessary licence, permit or approval required for the WCC Licensee to supply liquor at the WC Property and/or the WGC Property;
- (c) **(Development of Golf course plan and master plan)** use its best endeavours to develop a golf course plan and master plan with WC for the WC Property and the WGC Property to give effect to the Transaction;
- (d) **(Implementation of Golf course plan and master plan)** subject to Member Approval being obtained for the Transaction, take all necessary steps to implement the golf course plan

and master plan with respect to the WC Property and the WGC Property to give effect to the Transaction;

- (e) **(Compliance with Laws)** do everything reasonably within its power to ensure that all transactions contemplated by this Deed are effected in accordance with all applicable laws and regulations (including the AIR Act); and
- (f) **(All things necessary)** do all other things contemplated by or necessary to lawfully give effect to the Transaction.

### 3.3 Rules

The parties agree that the rules to be adopted by the Amalgamated Association shall be the Rules substantially in the form set out in Annexure B of this Deed.

### 3.4 Secretary

The parties agree that the Secretary for the Amalgamated Association shall be Stephen Curtis.

### 3.5 Lodgement with CAV

As soon as possible and by no later than 5 Business Days after each of the Conditions are satisfied or waived in accordance with clause 2.4, WGC and WC must procure the Secretary to lodge an application with CAV to register the Amalgamated Association pursuant to section 18 of the AIR Act.

### 3.6 Transfer of the WC Property and WGC Property

As soon as possible and by no later than 20 Business Days after receipt of the certificate of registration of the Amalgamated Association from CAV pursuant to section 19(1) of the AIR Act:

- (a) WGC must do all things necessary to vest the title and ownership of the WGC Property in the Amalgamated Association; and
- (b) WC must procure that the New WC New Entity do all things necessary to vest the title and ownership of the WC Property in the Amalgamated Association.

### 3.7 Change of entity type

Upon completion of the implementation of the Transaction, the parties may meet to discuss and explore the option of converting the Amalgamated Association from an Incorporated Association to a company limited by guarantee.

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## 4. Obligations

### 4.1 General obligations

WGC and WC must each, via their respective boards and/or delegates:



- (a) use all reasonable endeavours and commit necessary resources (including management resources and the resources of Advisers);
- (b) procure that its officers and Advisers work in good faith and in a timely and co-operative fashion with the other party (including by attending meetings and by providing information);
- (c) execute all documents within its power and control reasonably requested by the other party;
- (d) keep the other party fully informed as to the progress of the Conditions from time to time; and
- (e) do everything reasonably within its power to ensure the matters set out in this Deed are effected in accordance with applicable laws and regulations,

to implement the Transaction as soon as reasonably practicable and in accordance with the Timetable and the terms of this Deed.

#### **4.2 Exception**

Clauses 3.1, 3.2 and 4.1 do not restrict the ability of either party to take any action which:

- (a) is expressly required to be undertaken or procured by that party, or expressly permitted to be done by that party pursuant to this Deed or the Transaction; or
- (b) has been consented to in writing by the other party (such consent not to be unreasonably withheld or delayed) and the other party will be deemed to have consented to the relevant action if the other party does not respond within 2 Business Days of being asked in writing to consent).

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### **5. Conduct of businesses**

Subject to clause 5(b), during the period from the date of this Deed up to and including the Completion Date, each of WGC and WC must:

- (a) unless otherwise agreed to in writing between WGC and WC, from the date of this Deed up to and including the Completion Date, conduct its businesses in the ordinary course in substantially the same manner as previously conducted in the period prior to the date of this Deed and in accordance with all applicable laws, and regulations;
- (b) to the extent consistent with clause 5(a), use its reasonable endeavours to:
  - (i) preserve intact its current business organisation;
  - (ii) maintain all the material assets in the normal course and consistent with past practice; and

- (iii) preserve its relationship with Governmental Agencies, customers, suppliers, licensors, licensees and others having business dealings with it, and to retain the services of all key employees;
- (c) ensure that, to the extent within its control, no Prescribed Occurrence occurs;
- (d) comply in all material respects with all key contracts, and with laws, authorisations and licences applicable to it;
- (e) maintain (and, where necessary, use reasonable efforts to renew) the policies of insurance held by it to insure any material risks that are in force as at the date of this Deed and promptly notify the other party if any renewal proposal is not accepted by the relevant insurer;
- (f) keep the other party reasonably and promptly informed of, and consult with the other party in good faith in respect of, material developments in its business, including any decision to cease (temporarily or permanently) any material part of its business; and
- (g) immediately notify the other party in writing of any of the following matters of which it becomes aware, and such written notification must include a reasonable summary of the relevant matter:
  - (i) events, facts, matters or circumstances which would, or would reasonably be expected to, either constitute a Material Adverse Change or have a material adverse effect on the financial or operational performance, or reputation of, the party's relationships with Governmental Agencies, financiers or key business partners;
  - (ii) events, facts, matters or circumstances which constitute, or could reasonably be expected to constitute, a Prescribed Occurrence; and
  - (iii) any breach of, or default under, any law, contract, arrangement, permit, license or authorisation that is binding on it and which is reasonably likely to result in a material liability of that party or any breach, default, event of default, cancellation event or review event under any key contract.

No party will be required to provide any information contemplated by this clause 5(g) to the extent that to do so would breach any applicable law or regulation or any obligations of confidentiality owed to third parties, or result in the loss of legal privilege.

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## **6. Co-operation**

### **6.1 Access to information**

- (a) During the period from the date of this Deed up to and including the Completion Date, both parties must respond to reasonable requests from the other party and its Representative at reasonable times during business hours for information concerning its businesses and operations, and give reasonable access to its records, and otherwise

provide reasonable co-operation to the other party and its Representative, in each case for the purposes of:

- (i) the implementation of the Transaction; or
- (ii) any other purpose that is agreed in writing between the parties,

subject to the proper performance by the directors and officers of WC and WGC of their fiduciary duties.

- (b) Without limiting clause 6.1(a), during the period from the date of this Deed up to and including the Completion Date, the parties must reasonably consult with each other, and keep each other apprised of, the conduct of material aspects of their respective businesses and operations, and consider in good faith the other party's views in relation to same.
- (c) The obligations in clauses 6.1(a) and 6.1(b) do not require either party to:
  - (i) provide any commercially sensitive or competitive information; or
  - (ii) breach an obligation of confidentiality to any person.
- (d) The parties acknowledge that all information that is provided pursuant to this clause 6.1 will be provided subject to clause 9.

## **6.2 Transaction Implementation Committee**

- (a) The Transaction Implementation Committee will comprise the WGC Committee Members and WC Committee Members, and such other persons as WGC and WC may agree from time to time.
- (b) The role of the Transaction Implementation Committee will be to act as a forum for consultation and planning of matters relevant to the implementation of the Transaction, including any consents required and to ensure a smooth transition of WGC and WC in merging into the Amalgamated Association following Completion. The Transaction Implementation Committee will meet monthly and otherwise as required by either party.
- (c) The parties acknowledge and agree that:
  - (i) nothing in this clause 6.1 requires a party to act at the direction of the other party;
  - (ii) the respective businesses of WGC and WC are to continue to operate independently until the Completion Date, to the extent that the businesses currently operate independently;
  - (iii) nothing in this Deed is intended to constitute or create the relationship of partnership, joint venture or similar; and
  - (iv) the Transaction Implementation Committee does not have the power or authority to bind WGC or WC.

### 6.3 Co-operation with Financing

- (a) WGC and WC must each cooperate with, and undertake all steps reasonably required or requested in connection with any request, requirement or condition as may be required in connection with the Transaction, including liaising with the relevant bank in good faith in relation to:
  - (i) the WC Property Mortgage; and
  - (ii) the WGC Property Mortgage.
- (b) Between the date of this Deed and the Completion Date, the parties must each provide such information and assistance as may be reasonably requested by the Transaction Implementation Committee for the purposes of the Amalgamated Association obtaining and/or establishing any financing facilities or other debt funding arrangements as may be required to ensure the continuing operation of the WC and WGC businesses on and from the Completion Date, including by procuring that Representatives are available to attend presentations and meetings with prospective financing sources.

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## 7. Warranties

### 7.1 WGC Warranties

WGC represents and warrants that each of the following statements is true, complete and accurate, as at the date of this Deed and the Completion Date:

- (a) **(validly existing)** it is validly existing under the laws of its place of incorporation or registration;
- (b) **(power)** it has the power to enter into and perform its obligations under this Deed and to carry out the transactions contemplated by this Deed;
- (c) **(authority)** it has taken all necessary action to authorise its entry into and performance of this Deed and to carry out the transactions contemplated by this Deed;
- (d) **(binding and enforceable)** its obligations under this Deed are valid and binding and enforceable against it in accordance with their terms;
- (e) **(no default or breach)** execution, delivery and performance of this Deed by the party does not and will not result in a breach of or constitute a default under:
  - (i) any agreement to which it is party; or
  - (ii) any provision of its rules or
  - (iii) any law or regulation or any order, judgment or determination of any court or Regulatory Authority by which the party is bound;
- (f) **(security)** no mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security of which the party is the mortgagor or charger;

- (g) **(no insolvency)** it is not insolvent, under administration or in receivership and has not stopped paying its debts as and when they fall due;
- (h) **(disclosure)** all information disclosed by WC as part of WGC's due diligence investigations in respect of the Transaction is true, accurate and complete, and is not false or misleading in any material respect (whether by omission or otherwise); and
- (i) **(prescribed occurrence)** no Prescribed Occurrence exists or will occur after the execution of this Deed.

## 7.2 WC Warranties

WC represents and warrants that each of the following statements is true, complete and accurate, as at the date of this Deed and the Completion Date:

- (a) **(validly existing)** it is validly existing under the laws of its place of incorporation or registration;
- (b) **(power)** it has the power to enter into and perform its obligations under this Deed and to carry out the transactions contemplated by this Deed;
- (c) **(authority)** it has taken all necessary action to authorise its entry into and performance of this Deed and to carry out the transactions contemplated by this Deed;
- (d) **(binding and enforceable)** its obligations under this Deed are valid and binding and enforceable against it in accordance with their terms;
- (e) **(no default or breach)** execution, delivery and performance of this Deed by the party does not and will not result in a breach of or constitute a default under:
  - (i) any agreement to which it is party;
  - (ii) any provision of its article of association; or
  - (iii) any law or regulation or any order, judgment or determination of any court or Regulatory Authority by which the party is bound;
- (f) **(security)** no mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security of which the party is the mortgagor or charger;
- (g) **(no insolvency)** it is not insolvent, under administration or in receivership and has not stopped paying its debts as and when they fall due;
- (h) **(disclosure)** all information disclosed by WC as part of WGC's due diligence investigations in respect of the Transaction is true, accurate and complete, and is not false or misleading in any material respect (whether by omission or otherwise); and
- (i) **(prescribed occurrence)** no Prescribed Occurrence exists or will occur after the execution of this Deed.

### **7.3 Indemnity**

Each party indemnifies the other party against any Loss or Claim of or against the other party to the extent that the Loss or Claim arises from or is connected with any breach of any of the warranties referred to in clause 7.1 or 7.2 (as applicable) or any other term of this Deed.

### **7.4 Separate warranties**

Each warranty referred to in clause 7.1 or 7.2 is a separate warranty and its meaning is not affected by any other warranty.

### **7.5 Application of warranties and representations**

Each of the warranties and representations made by a party under clause 7.1 or 7.2 (as the case may be) remains in full force and effect on and after Completion.

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## **8. Termination**

### **8.1 Default**

If a party defaults in the performance of its obligations under this Deed prior to the Completion Date, and such default is not remedied within 28 days of a non-defaulting party serving notice of such default upon the defaulting party, then the non-defaulting party may terminate this Deed by giving notice in writing to the defaulting party.

### **8.2 Accrued rights**

Termination of this Deed does not affect any accrued rights or remedies of a party.

### **8.3 Survival**

Clauses 1, 5, 8, 9, 13 and 14 continue to apply despite termination of this Deed.

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## **9. Confidentiality**

### **9.1 Confidentiality**

Subject to clause 9.2, each party must, except with the prior written consent of the other party:

- (a) keep the terms and existence of this Deed (and all draft versions and the negotiations thereof) strictly confidential;
- (b) use the Confidential Information only for the purposes of implementing the Transaction;
- (c) keep the Confidential Information of another party confidential and not disclose it or allow it to be disclosed to a third party; and
- (d) take, or cause to be taken, all reasonable precautions necessary to maintain the confidentiality of the Confidential Information.

## **9.2 Announcements and Press Releases**

Subject to clause 9.3, any announcement, press release or other communication of any kind relating to the Transaction or the subject matter or terms of this Deed must be agreed to in writing by the parties, except if such announcement, press release or other communication must be made by law or order of any court, tribunal, authority or regulatory body in which case the party making the announcement, press release or other communication may do so without breach of this clause 9, provided that the party has taken all steps to avoid or minimise its disclosure to the maximum extent permitted by law.

## **9.3 Exceptions to confidentiality**

The obligations of confidentiality under this Deed do not extend to information that (whether before or after this Deed is executed by the parties):

- (a) is disclosed to a party but at the time of disclosure is rightfully known to or in the possession or control of the party, and not disclosed to the party by reason of breach of this Deed (the onus being on the party relying upon this clause 9.3(a) to prove that they are entitled to rely upon it);
- (b) is public knowledge (but not because of a breach of this Deed or any other obligation of confidence);
- (c) must be disclosed by law or order of any court, tribunal, authority or regulatory body or in connection with the enforcement of this Deed, provided that the party required to make such disclosure fully co-operates with the other parties and takes all steps to avoid or minimise such disclosure to the maximum extent permitted by law;
- (d) is disclosed by a party to this Deed to third parties, provided that such disclosure relates to the implementation of the Transaction but only insofar as that third party has a need to know such information and provided that the disclosing party has procured that the relevant recipient agrees to keep such information confidential on substantially the same terms as set out in this clause 9.3;
- (e) a party discloses to an adviser, financier, employee or officer of that party who has a need to know such information, on a confidential basis, and provided that the disclosing party has procured that the relevant recipient agrees to keep such information confidential on substantially the same terms as set out in this clause 9.3; or
- (f) if disclosed by a Party, where that information pertains exclusively to that Party.

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## **10. Costs and expenses**

### **10.1 Costs and expenses**

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Deed and the proposed, attempted or actual implementation of this Deed and the Transaction.

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## **11. Force Majeure**

### **11.1 Notice**

If a Force Majeure Event prevents or delays a party (**Force Majeure Party**) from performing its obligations within the time period allocated for the completion of the respective obligation:

- (a) it must promptly notify the other party in writing accordingly; and
- (b) the performance of the obligation shall be suspended for such time as the Force Majeure Event subsists.

### **11.2 Remedy**

The Force Majeure Party must use all reasonable endeavours to remedy that Force Majeure Event and resume performance of the obligation as soon as reasonably practicable. Nothing in this clause requires the Force Majeure Party to settle any labour dispute against its will.

### **11.3 Termination**

If any Force Majeure Event continues for a period of 1 month or more, either party may (without affecting the accrued rights and obligations of the parties as at the termination date) terminate this Deed immediately by written notice to the other party.

### **11.4 Liability**

No party will be liable nor deemed to be liable to the other party for failure or delay in meeting any obligation due to a Force Majeure Event.

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## **12. Exclusivity**

The parties agree that until Completion or prior termination of this Deed, they will not approach, invite, or accept any offer from any third party that would prevent the Transaction contemplated by this Deed from being completed.

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## **13. Notices**

### **13.1 Delivery of notice**

A notice or other communication required or permitted to be given by a party to the other party must be in writing and:

- (a) delivered personally;
- (b) sent by pre-paid mail to the address of the addressee specified in this Deed; or
- (c) sent by email to the email address of a party as notified in this Deed or such other email address notified as being the email address to use for the purposes of this clause.



**13.2 When notice taken to be given**

A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if mailed from Australia to an address within Australia, on the third Business Day after posting;
- (b) if mailed from Australia to an address outside Australia or mailed from outside Australia to an address within Australia, on the sixth Business Day (at the address to which it is mailed) after posting; or
- (c) if sent by email:
  - (i) where the email is sent during a Business Hour on a Business Day, on return of a receipt produced by the system to which the email was sent which confirms successful transmission of the email to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the last Business Hour on the day the email was sent; and
  - (ii) where the email is sent after the end of the last Business Hour on a Business Day or on a non-Business Day, the email will be deemed to be received at the beginning of the first Business Hour on the next Business Day.

**13.3 Address for service of notices**

The address for service of each party is set out in this Deed. A party may change its address for service or contact details by giving written notice of that change to the other party.

**13.4 Multiple addressees**

If the party to which written notice is intended to be given consists of more than one person then the notice is deemed given to that party if given to any of those persons.

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**14. General****14.1 Amendment**

This Deed may only be varied by the written agreement of the parties.

**14.2 Assignment**

A party may only assign this Deed or a right under this Deed with the prior written consent of the other party.

**14.3 Costs**

Unless otherwise specified in this Deed, each party must pay its own costs and disbursements in relation to the negotiation, preparation, execution, delivery and registration of this Deed and any other agreement or document entered into or signed under this Deed.

## **14.4 No Relationship**

This Deed does not create any relationship of partnership, agency, trust or joint venture between the parties.

## **14.5 Counterparts**

This Deed may be executed in counterparts. All executed counterparts constitute one document. A party, including via its legal advisers engaged in connection with this Deed, may exchange this Deed with the other parties by electronic copy, or by emailing a PDF copy, of its executed counterpart to the other parties or their respective legal advisers engaged in connection with this Deed. If this Deed has been executed electronically by or on behalf of a company, each signatory confirms that they hold the position named at their electronic signature.

## **14.6 No Merger**

Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against the other party or any other person at any time.

## **14.7 Entire agreement**

This Deed constitutes the entire agreement between the parties in connection with its subject matter, and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

## **14.8 Further Assurance**

Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

## **14.9 Severability**

A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of this Deed continue in force.

## **14.10 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

## **14.11 Exercise of rights**

- (a) Unless expressly required by the terms of this Deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

## **14.12 Remedies cumulative**

Except as provided in this Deed and permitted by law, the rights, powers and remedies provided in this Deed are cumulative with and not exclusive to the rights, powers or remedies provided by law independently of this Deed.

## **14.13 No reliance**

No party has relied on any statement by the other party not expressly included in this Deed.

## **14.14 Governing Law and Jurisdiction**

This Deed is governed by the law of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

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**Schedule 1 Transaction**
**Item 1: Name of Amalgamated Association**

The Wonthaggi Country Club

**Item 2: Purpose**

- (a) The primary purpose of the Amalgamated Association is to encourage and promote the game of golf in the South Gippsland region. In pursuit of the primary purpose, the Amalgamated Association:
- (i) aspires to be the best golf club in South Gippsland by providing premier golf course facilities to Members and the community to partake in golf activities;
  - (ii) will regularly host golf activities and competitions for Members and the community to participate in;
  - (iii) will provide clubhouse facilities for Members and the community to undertake general recreational, social and entertainment activities ancillary to the golf activities; and
  - (iv) aims to establish an environment where all Members, their family and friends and the community feel welcome and encouraged to participate in the activities of the Amalgamated Association.
- (b) The Amalgamated Association may also extend its offering to other sporting activities from time to time.

**Item 3: Committee members**

Ref	Name	Position	Date of birth	Residential address
1.	Stephen John Curtis	Secretary	5 August 1978	12 Marcanna Place Beaconsfield VIC 3807
2.	Jason Sartori	Committee member	25 July 1972	160 West Creek Road West Creek VIC 3992
3.	Leslie Brewer	Committee member	14 June 1967	11 Kalamana Court Wonthaggi VIC 3995
4.	Stephen Scimonello	Committee member	1 May 1968	4 Fahey Street Wonthaggi VIC 3995

5.	Peter Bowler	Committee member	6 May 1970	13 Lyndhurst Street Wonthaggi VIC 3995
6.	Robert Geyer	Committee member	30 November 1972	5 Mary Street Wonthaggi VIC 3995
7.	John Walsh	Committee member	6 September 1950	13 Queen Street Wonthaggi VIC 3995
8.	Christine Hamilton	Committee member	12 November 1953	15 Grandview Grove Inverloch VIC 3996
9.	Peter Liddle	Committee member	2 October 1964	76 Hagelthorne Street Wonthaggi VIC 3995

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**Schedule 2 Transaction Plan Steps**

- 1 **(WC Member Approval)** the required Member Approval is obtained from the members of WC to the WC Entity Change and the incorporation of WCC Licensee.
- 2 **(WGC Member Approval)** the required Member Approval is obtained from the members of WGC to the Transaction and the incorporation of WCC Licensee.
- 3 **(Incorporation of WCC Licensee)** WC and WGC making an application to CAV to incorporate WCC Licensee as an incorporated association.
- 4 **(Liquor licence)** WCC Licensee making an application to VGCCC to obtain the relevant licence, permit or approval required to supply liquor at the WC Property and/or the WGC Property.
- 5 **(Gaming Machine Entitlements)** WC obtaining the approval of VGCCC to transfer its Gaming Machine Entitlements to WCC Licensee.
- 6 **(WC Entity Change)** WC converting from a public company limited by shares to an incorporated association, including the transfer of all real property by WC to the New WC Entity.
- 7 **(WC Member Approval)** WC holds a general meeting of its Members, to consider and approve the Transaction.
- 8 **(Amalgamated Association)** the following is agreed between WC and WGC in respect of the Amalgamated Association:
  - (a) the appointment of the committee members set out in item 3 of Schedule 1 or such other persons as may lawfully be appointed to the committee; and
  - (b) the adoption of the Rules.
- 9 **(CAV Application)** the parties make an application to the CAV, in the required form, to amalgamate WGC and the New WC Entity.

**Schedule 3 Timetable**

<b>Ref</b>	<b>Item</b>	<b>Date</b>
1.	WC Member Approval for the WC Entity Change and the incorporation of WCC Licensee	Tuesday 5 <sup>th</sup> August 2025
2.	WGC Member Approval for the Transaction and the incorporation of WCC Licensee	Monday 4 <sup>th</sup> August 2025
3.	Incorporation of WCC Licensee	Week commencing 11 <sup>th</sup> August 2025
4.	Application to VGCCC for liquor licence to be held by WCC Licensee	As soon as practicable after completion of item 1
5.	Application to VGCCC for transfer of Gaming Machine Entitlements from WC to WCC Licensee	As soon as practicable after completion of item 1 and item 4
6.	WC Entity Change	Week commencing 11 <sup>th</sup> August 2025
7.	Transfer of the WC Property	As soon as practicable after completion of item 6
8.	WC Member Approval for the Transaction	Tuesday 30 <sup>th</sup> September 2025 or as soon as practicable after completion of item 6
9.	Appointment of the secretary of the Amalgamated Association	As soon as practicable after completion of item 8
10.	Registration of the Amalgamated Association	As soon as practicable after completion of item 8
11.	Transfer of the WC Property to the Amalgamated Association	As soon as practicable after completion of item 10

12.	Transfer of the WGC Property to the Amalgamated Association	As soon as practicable after completion of item 10
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**Schedule 4 Permitted Encumbrances**
**The Wonthaggi Club ACN 004 154 045**

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
1.	201112180083459	30/1/2012	No stated end time	Commercial - All present and after-acquired property - No exceptions	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 53 57 522	N
2.	201112200965839	30/1/2012	15/12/2036	Other Goods - All gas supplies, cylinders, vessels for containing gas and ancillary equipment sold, rented or otherwise made available to the grantor by the secured party	AIR LIQUIDE AUSTRALIA LIMITED ACN 008 694 166 AIR LIQUIDE W.A. PTY LTD ACN 00 869 4166 AIR LIQUIDE AUSTRALIA SOLUTIONS PTY LTD ACN 602 866 106	Y
3.	201112290339977	30/1/2012	24/6/2036	Other Goods	MOFFAT PTY LIMITED ABN 90 070 810 721	Y
4.	201202010069157	1/2/2012	2/10/2025	Other Goods - All goods supplied from time to time by the secured party to the grantor	CUB PTY LTD ACN 004 056 106	Y
5.	201205040012011	4/5/2012	No stated end time	All PAP - All present and after-acquired property - No exceptions	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 53 57 522	N

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
6.	201309250083471	25/9/2013	27/8/2027	Other Goods - Any equipment necessary to supply the Distribution Services and operate the TAB Business including (without limitation) terminals, FOXTEL & Sky Channel decoders, computers, televisions & related property supplied by the secured party. Collateral may be subject to control. The grantor would breach the security agreement if, without the secured party's consent or agreement, it disposes or parts with possession of the collateral, even in the ordinary course of business	TABCORP VIC PTY LTD ACN 668 057 056	Y
7.	201309250083485	25/9/2013	27/8/2027	Other Goods - Any equipment necessary to supply the Distribution Services and operate the TAB Business including (without limitation) terminals, FOXTEL & Sky Channel decoders, computers, televisions & related property supplied by the secured party. Collateral may be subject to control. The grantor would breach the security agreement if, without the secured party's consent or agreement, it disposes or parts with possession of the collateral, even in the ordinary course of business	TABCORP VIC PTY LTD ACN 668 057 056	N
8.	201401300099019	30/1/2014	No stated end time	Other Goods - All goods supplied by the Secured Party to the Grantor	BIDFOOD AUSTRALIA LIMITED ACN 000 228 231	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
9.	201503230048226	23/3/2015	23/3/2040	Other Goods - All goods sold, leased, rented, consigned or otherwise made available to the grantor at all premises/s utilized by the grantor by the secured party including but not limited to Video Ticket Machine (VTM), Personal electronic ticket (PET) consoles, charge racks, hand held units, stands, LCD (screens), cases, trolleys, printers, Multi-function Platform Systems, remotes, Ezy Call bingo systems, Super draw displays, raffle master displays, controllers, Bistro Arms and power supplies	BSG AUSTRALIA PTY LTD ACN 010 075 555	N
10.	201601250028936	25/1/2016	19/12/2029	Other Goods - All goods supplied to the grantor by the secured party from time to time, including without limitation, grocery products (fresh, dry, chilled, and frozen), hardware, alcoholic and non-alcoholic beverages, tobacco, store fit out materials, store merchandise, general merchandise and any similar or related goods	METCASH TRADING LIMITED ACN 000 031 569  AUSTRALIAN LIQUOR MARKETERS PTY. LIMITED ACN 002 885 645  AUSTRALIAN LIQUOR MARKETERS (QLD) PTY LTD ACN 010 756 519  AUSTRALIAN LIQUOR MARKETERS (WA) PTY LTD ACN 009 196 614  IGA DISTRIBUTION (SA) PTY LIMITED ACN 008 193 155	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
					IGA DISTRIBUTION (VIC) PTY LIMITED ACN 006 509 280 IGA DISTRIBUTION (WA) PTY LIMITED ACN 008 667 650 M-C INTERNATIONAL AUSTRALIA PTY LIMITED ACN 080 064 099 METCASH FOOD & GROCERY PTY LTD ACN 004 391 422 METCASH FOOD & GROCERY CONVENIENCE DIVISION PTY LIMITED ACN 000 226 399	
11.	201604210010907	21/4/2016	20/3/2030	Other Goods - All goods supplied to the grantor by the secured party from time to time, including without limitation, grocery products (fresh, dry, chilled, and frozen), hardware, alcoholic and non-alcoholic beverages, tobacco, store fit out materials, store merchandise, general merchandise and any similar or related goods	METCASH TRADING LIMITED ACN 000 031 569 AUSTRALIAN LIQUOR MARKETERS PTY. LIMITED ACN 002 885 645 AUSTRALIAN LIQUOR MARKETERS (QLD) PTY LTD ACN 010 756 519 AUSTRALIAN LIQUOR MARKETERS (WA) PTY LTD ACN 009 196 614	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
					IGA DISTRIBUTION (SA) PTY LIMITED ACN 008 193 155 IGA DISTRIBUTION (VIC) PTY LIMITED ACN 006 509 280 IGA DISTRIBUTION (WA) PTY LIMITED ACN 008 667 650 M-C INTERNATIONAL AUSTRALIA PTY LIMITED ACN 080 064 099 METCASH FOOD & GROCERY PTY LTD ACN 004 391 422 METCASH FOOD & GROCERY CONVENIENCE DIVISION PTY LIMITED ACN 000 226 399	
12.	201704080011376	8/4/2017	5/4/2031	Other Goods - All goods, equipment and/or other tangible property (including any accessions to those goods, equipment and/or property) sold, leased, hired, rented, bailed, supplied on consignment, sold subject to a conditional sale agreement including retention of title or otherwise made available by the secured party to the grantor	ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED ACN 001 660 715	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
13.	201807300065476	30/7/2018	27/7/2025	Other Goods - All goods, including poker machine and related equipment, owned and sold by the secured party to the grantor under retention of title terms	AINSWORTH GAME TECHNOLOGY LIMITED ACN 068 516 665	Y
14.	201901020017305	2/1/2019	19/12/2025	Other Goods - All goods, including poker machine and related equipment, owned and sold by the secured party to the grantor under retention of title terms	AINSWORTH GAME TECHNOLOGY LIMITED ACN 068 516 665	Y
15.	201908220026064	22/8/2019	22/8/2026	Other Goods - 2019, ARISTOCRAT, DRAGON CASH SPRING FESTIVAL S/ALONE DOUBLE GAMING MACHINE,0954466	METRO FINANCE PTY LIMITED ACN 600 674 093	Y
16.	202001090032202	9/1/2020	9/1/2027	Other Goods - New 2019 ARISTOCRAT CONVKIT_AU DRAGON CASH PEACE & LONGLIFE DRAGON CASH HELIX S/ALONE - DOUBLE 1 112 Chassis/ VIN No. 0950641	METRO FINANCE PTY LIMITED ACN 600 674 093	Y
17.	202201050050490	5/1/2022	5/1/2029	Other Goods - All goods sold, leased, rented, bailed, consigned or otherwise made available to the grantor by the secured party	KONAMI AUSTRALIA PTY LTD ACN 076 298 158	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
18.	202208190002271	19/8/2022	19/8/2029	Other Goods - All goods now and in future supplied, bailed or otherwise made available by the secured party to grantor including but not limited to all gas, bulk gas facilities, exchange cylinders, equipment, consumables and rental cylinders	ELGAS LIMITED ACN 002 749 260	Y
20.	202209140030600	14/9/2022	2/9/2047	Intangible property - General Intangible - LIQUOR LICENCE NUMBER 32102426 OVER LICENSED PREMISES SITUATED AT MCKENZIE STREET WONTHAGGI VICTORIA 3995 LIQUOR LICENCE NUMBER 32101616 OVER LICENSED  PREMISES SITUATED 16 MCBRIDE AVENUE WONTHAGGI VICTORIA 3995 THE WONTHAGGI CLUB A.C.N. 004 154 045	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 53 57 522	Y
19.	202305230033234	23/5/2023	23/5/2030	Motor Vehicle	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
20.	202405030036158	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT EGMMARS-AU - Fight for Troy M Dollar Storm LC Progressive: Linked - Single Gaming Machine . S/N: 0961787	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
21.	202405030036191	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT EGMMARS-AU DSLC – Aussie Boomer M Dollar Storm LC Progressive: Linked - Single Gaming Machine. S/N: 0961788	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
22.	202405030036213	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT CONVKIT_AU Dragon Cash Panda Magic Dragon Cash Helix S/Alone - Double Conversion Kit . S/N: 0698506	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
23.	202405030036221	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT CONVKIT_AU Dragon Cash Spring Festival Dragon Cash Helix S/Alone - Double Conversion Kit . S/N: 0698509	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
24.	202405030036232	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT CONVKIT_AU Dragon Link Panda Magic Dragon Link Helix Progressive: Linked - Single Conversion Kit . S/N: 0950641	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
25.	202405030036245	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT CONVKIT_AU Dragon Link Golden Century Dragon Link Helix Progressive: Linked - Single Conversion Kit . S/N: 0950642	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
26.	202405030036250	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT CONVKIT_AU Dragon Link Autumn Moon Dragon Link Helix Progressive: Linked - Single Conversion Kit . S/N: 0950643	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y



No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
27.	202405030036284	3/5/2024	3/5/2031	Other Goods -2024 ARISTOCRAT CONVKIT_AU Dragon Link Genghis Khan Dragon Link Helix Progressive: Linked - Single Conversion Kit . S/N: 0953361	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
28.	202405030036297	3/5/2024	3/5/2031	Other Goods -2024 ARISTOCRAT CONVKIT_AU Dragon Link Happy and Prosperous Dragon Link Helix Progressive: Linked - Single Conversion Kit . S/N: 0953362	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
29.	202405030036311	3/5/2024	3/5/2031	Other Goods -2024 ARISTOCRAT CONVKIT_AU Dragon Link Spring Festival Dragon Link Helix Progressive: Linked - Single Conversion Kit . S/N: 0955672	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
30.	202405030036330	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT LICENSE- RENEWAL Existing Game Existing Game Theme Existing Game Category . S/N: 0691078	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
31.	202405030036369	3/5/2024	3/5/2031	Other Goods -2024 ARISTOCRAT LICENSE- RENEWAL Existing Game Existing Game Theme Existing Game Category . S/N: 0691079	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
32.	202405030036376	3/5/2024	3/5/2031	Other Goods - 2024 ARISTOCRAT LICENSE- RENEWAL Existing Game Existing Game Theme Existing Game Category . S/N: 0956428	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
33.	202405030036395	3/5/2024	3/5/2031	Other Goods -2024 ARISTOCRAT LICENSE-RENEWAL Existing Game Existing Game Theme Existing Game Category . S/N: 0956429	CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136	Y
34.	202406250043719	25/6/2024	25/6/2049	Other Goods - All goods sold, leased, rented, consigned or otherwise made available to the grantor at all premises/s utilized by the grantor by the secured party including but not limited to Video Ticket Machine (VTM), Personal electronic ticket (PET) consoles, charge racks, hand held units, stands, LCD (screens), cases, trolleys, printers, Multi-function Platform Systems, remotes, Ezy Call bingo systems, Super draw displays, raffle master displays, controllers, Bistro Arms and power supplies	BSG AUSTRALIA PTY LTD ACN 010 075 555	N
35.	202408300104045	30/8/2024	23/2/2026	Other Goods - The Secured Party has a security interest in 2 electronic gaming machines, having serial numbers: VTK10578, VTK10577 respectively, located at The Wonthaggi Club, The Licensee, under retention of title, pursuant to Sale and Licence Agreement between the parties, dated 11th July 2024	LNW GAMING ANZ PTY LTD ACN 001 660 537	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
36.	202408300104130	30/8/2024	23/2/2026	Other Goods - The Secured Party has a security interest in 1 electronic gaming machine, having serial number: VTK10576 respectively, located at Wonthaggi Golf Club (The Wonthaggi Club), under retention of title, pursuant to Sale and Licence Agreement between the parties, dated 11 <sup>th</sup> July 2024	LNW GAMING ANZ PTY LTD ACN 001 660 537	Y
37.	202503310008206	31/3/2025	31/3/2032	Other Goods - All goods sold, leased, rented, bailed, consigned or otherwise made available to the grantor by the secured party including but not limited to Oil, Stainless Steel Tanks and Filter Machines	The Trustee for Cookers Trust ABN 95 351 586 097	Y
38.	202504070015905	7/4/2025	7/4/2032	Other Goods - All goods, equipment and/or other tangible property (including any accessions to those goods, equipment and/or property) sold, leased, hired, rented, bailed, supplied on consignment, sold subject to a conditional sale agreement including retention of title or otherwise made available by the secured party to the grantor	PFD FOOD SERVICES PTY LTD ACN 006 972 381	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
39.	202505020081033	2/5/2025	28/4/2027	Other Goods - All goods including without limitation the gaming machine located at the grantor's venue The Wonthaggi Club with CRM Order Number CT005911, software, games including game conversion, ancillary equipment, systems, data, and materials supplied to the grantor by the secured party, under retention of title, pursuant to the sale and license agreement and subsequent orders between the parties generated hereunder including any proceeds being all present and after relating to the goods	LNW GAMING ANZ PTY LTD ACN 001 660 537	
40.	201601250028936	25/1/2016	19/12/2029	Other Goods - All goods supplied to the grantor by the secured party from time to time, including without limitation, grocery products (fresh, dry, chilled, and frozen), hardware, alcoholic and non-alcoholic beverages, tobacco, store fit out materials, store merchandise, general merchandise and any similar or related goods.	METCASH TRADING LIMITED ACN 000 031 569  AUSTRALIAN LIQUOR MARKETERS PTY. LIMITED ACN 002 885 645  AUSTRALIAN LIQUOR MARKETERS (QLD) PTY LTD ACN 010 756 519  AUSTRALIAN LIQUOR MARKETERS (WA) PTY LTD ACN 009 196 614	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
					IGA DISTRIBUTION (SA) PTY LIMITED ACN 008 193 155 IGA DISTRIBUTION (VIC) PTY LIMITED ACN 006 509 280 IGA DISTRIBUTION (WA) PTY LIMITED ACN 008 667 650 M-C INTERNATIONAL AUSTRALIA PTY LIMITED ACN 080 064 099 METCASH FOOD & GROCERY PTY LTD ACN 004 391 422 METCASH FOOD & GROCERY CONVENIENCE DIVISION PTY LIMITED ACN 000 226 399	
41.	201604210010907	21/4/2016	20/3/2030	Other Goods - All goods supplied to the grantor by the secured party from time to time, including without limitation, grocery products (fresh, dry, chilled, and frozen), hardware, alcoholic and non-alcoholic beverages, tobacco, store fit out materials, store merchandise, general merchandise and any similar or related goods	METCASH TRADING LIMITED ACN 000 031 569 AUSTRALIAN LIQUOR MARKETERS PTY. LIMITED ACN 002 885 645 AUSTRALIAN LIQUOR MARKETERS (QLD) PTY LTD ACN 010 756 519	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
					AUSTRALIAN LIQUOR MARKETERS (WA) PTY LTD ACN 009 196 614  IGA DISTRIBUTION (SA) PTY LIMITED ACN 008 193 155  IGA DISTRIBUTION (VIC) PTY LIMITED ACN 006 509 280  IGA DISTRIBUTION (WA) PTY LIMITED ACN 008 667 650  M-C INTERNATIONAL AUSTRALIA PTY LIMITED ACN 080 064 099  METCASH FOOD & GROCERY PTY LTD ACN 004 391 422  METCASH FOOD & GROCERY CONVENIENCE DIVISION PTY LIMITED ACN 000 226 399	

**Wonthaggi Golf Club Incorporated ABN 99 312 550 590**

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
41.	201901020017305	2/1/2019	19/12/2025	Other Goods - All goods, including poker machine and related equipment, owned and sold by the secured party to the grantor under retention of title terms	AINSWORTH GAME TECHNOLOGY LIMITED ACN 068 516 665	Y
42.	202003020057046	2/3/2020	2/3/2045	Other Goods - All goods sold, leased, rented, consigned or otherwise made available to the grantor at all premises/s utilized by the grantor by the secured party including but not limited to Video Ticket Machine (VTM), Personal electronic ticket (PET) consoles, charge racks, hand held units, stands, LCD (screens), cases, trolleys, printers, Multi- function Platform Systems, remotes, Ezy Call bingo systems, Super draw displays, raffle master displays, controllers, Bistro Arms and power supplies	BSG AUSTRALIA PTY LTD ACN 010 075 555	Y
43.	202212070044870	7/12/2022	11/7/2030	Other Goods - All goods provided by the Secured Party to the Grantor at any time and from time to time, whether by way of sale subject to retention of title, or on bailment or lease or by any other means whatsoever	CALLAWAY GOLF SOUTH PACIFIC PTY LTD ACN 094 768 359	Y

No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
44.	202212070044889	7/12/2022	11/7/2030	Other Goods - All goods provided by the Secured Party to the Grantor at any time and from time to time, whether by way of sale subject to retention of title, or on bailment or lease or by any other means whatsoever	CALLAWAY GOLF SOUTH PACIFIC PTY LTD ACN 094 768 359	N
45.	201402170020783	17/2/2014	No stated end time	Other Goods - Collateral supplied by the Secured Party	METAL MANUFACTURES PTY LIMITED ACN 003 762 641	Y
46.	201903280060805	28/3/2019	28/3/2026	Other Goods - All goods sold, hired, rented, leased, bailed, consigned or otherwise made available to the grantor by the Secured Party	ACUSHNET AUSTRALIA PTY LTD ACN 105 222 017	Y
47.	202105210090289	21/5/2021	21/6/2027	Motor Vehicle	DE LAGE LANDEN PTY LIMITED ACN 101 692 040	Y
48.	202212070044870	7/12/2022	11/7/2030	Other Goods - All goods provided by the Secured Party to the Grantor at any time and from time to time, whether by way of sale subject to retention of title, or on bailment or lease or by any other means whatsoever	CALLAWAY GOLF SOUTH PACIFIC PTY LTD ACN 094 768 359	Y
49.	202212070044889	7/12/2022	11/7/2030	Other Goods - All goods provided by the Secured Party to the Grantor at any time and from time to time, whether by way of sale subject to retention of title, or on bailment or lease or by any other means whatsoever	CALLAWAY GOLF SOUTH PACIFIC PTY LTD ACN 094 768 359	N



No.	Registration Number	Start Date	End Date	Collateral Class / Collateral Description	Secured Parties	PMSI
50.	202410240085332	24/10/2024	24/10/2031	Motor Vehicle	JOHN DEERE FINANCIAL LIMITED ACN 078 714 646	Y
51.	202410240085345	24/10/2024	24/10/2031	Motor Vehicle	JOHN DEERE FINANCIAL LIMITED ACN 078 714 646	Y

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**Annexure A Notice of special resolution**

**Notice of special resolution approving  
amalgamation of incorporated associations**

*Associations Incorporation Reform Act 2012*

Section 18(3)(a) Regulation 8

**This form must be submitted to the Registrar for each amalgamating association.**

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I *(insert name)* of *(insert full name and registered number of the incorporated association proposing to amalgamate)*, declare that—

The special resolution to amalgamate was passed at a general meeting of the association held on *(insert date of general meeting)* at *(insert place of general meeting)* in accordance with the **Associations Incorporation Reform Act 2012**.

Provided below are the details of the special resolution passed at the meeting approving:

the terms of the amalgamation of the incorporated association

*(insert details)*

the purposes of the proposed amalgamated incorporated association

*(insert details)*

the proposed rules of the proposed amalgamated incorporated association

*(insert details)*

Signed:

Dated:

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**Annexure B Rules of the Amalgamated Association**

# **Rules of the Wonthaggi Country Club**

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(b)	will regularly host golf activities and competitions for Members and the community to participate in; .....	7
(c)	will provide clubhouse facilities for Members and the community to undertake general recreational, social and entertainment activities ancillary to the golf activities; and .....	7
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**1. NAME OF THE INCORPORATED ASSOCIATION**

The name of the Incorporated Association is **WONTHAGGI COUNTRY CLUB (the Club)**.

**2. INTERPRETATIONS & DEFINITIONS**

**2.1** In these Rules unless a contrary intention appears:

<i>The term: Act</i>	<i>means:</i> the <i>Associations Incorporation Reform Act 2012</i> (Vic).
<i>Appeals Committee</i>	a committee of 3 persons established by the Committee under Rule 12.8(d) when a notice of appeal has been received under 12.7(b) the members of which meet the criteria set out in Rule 12.9.
<i>Appeals Committee Meeting</i>	the meeting of the Appeals Committee convened under Rule 12.8(c) and in accordance with Rule 12.10.
<i>Appointing Member</i>	has the meaning given in Rule 24.1.
<i>Approval Forms</i>	means printed versions of the on-line VGCCC application forms for approval as an associated individual of the Club (without the attachments thereto).
<i>Approved Associated Individual</i>	a person who meets the criteria of an “associate” of the Club as defined in the Liquor Act &/or the Gaming Act and is approved by the relevant body (whichever is relevant at the time).
<i>Approved Candidate</i>	means a nominee for election to the Committee who has been approved by the Committee under Rule 29.2.
<i>Authorised Gaming Visitor</i>	the same as in the Liquor Act.
<i>Chairman</i>	the person elected as Chairman under Rule 32.
<i>Club</i>	Wonthaggi Country Club Inc.
<i>Committee</i>	the committee of management of the Club as constituted under Rule 26.
<i>Committee Meeting</i>	a meeting of the Committee under Rule 35.1.
<i>Committee Member</i>	a member of the Committee.
<i>Disciplinary Meeting</i>	has the meaning given in Rule 12.3.
<i>Disciplinary Subcommittee</i>	the disciplinary subcommittee established by the Committee under Rule 12.1.
<i>Election Criteria</i>	means the criteria adopted by the Committee for election to the Committee and as set out in Rule 30.

<i>Financial Year</i>	the year ending on the 30 <sup>th</sup> June each year.
<i>First Committee Members</i>	the Committee Members set out in Rule 28.4 and 28.5.
<i>Gaming Act</i>	the <i>Gambling Regulation Act 2003</i> (Vic).
<i>Gaming Licence</i>	gaming venue operators licence issued under the Gaming Act.
<i>General Meeting</i>	an annual general meeting or a special general meeting of Members convened in accordance with these Rules.
<i>Golf Section</i>	the section of the Club which is involved in golf activities and competitions.
<i>Golf Section Member</i>	a Member holding Golf Section Membership under Rule 6.2.
<i>Golf Section Membership</i>	the Membership of a Golf Section Member set out in Rule 6.2(a).
<i>Honorary Member</i>	a Member holding Honorary Membership under Rule 6.6.
<i>Honorary Membership</i>	the Membership of a Honorary Member set out in Rule 6.6.
<i>Hospitality Member</i>	a Member holding Hospitality Membership under Rule 6.7.
<i>Hospitality Membership</i>	the Membership of a Hospitality Member set out in Rule 6.7.
<i>Information</i>	has the meaning given in Rule 12.1.
<i>Junior Member</i>	a Member holding Junior Membership as set out in Rule 6.5.
<i>Junior Membership</i>	the Membership of a Junior Member as set out in Rule 6.5.
<i>Law</i>	all laws, Acts, regulations, binding codes and binding ethical, industry or professional requirements relevant to these Rules or the Club, as updated or replaced from time to time.
<i>Life Member</i>	a Member holding Life Membership as set out in Rule 6.3.
<i>Life Membership</i>	the Membership of a Life Member as set out in Rule 6.3.
<i>Liquor Act</i>	<i>Liquor Control Reform Act 1998</i> (Vic).
<i>Liquor Commission</i>	the Victorian Liquor Commission and includes any successor or regulatory branches of that body.
<i>Liquor Licence</i>	a licence issued under the Liquor Act authorising the sale of liquor at the Club's premises.
<i>Manager</i>	the person appointed by the Committee under Rule 37.



<i>Member</i>	a member of the Club.
<i>Membership Year</i>	the year ending on the 30 <sup>th</sup> June each year.
<i>Office Holders</i>	has the meaning given to that term under section 82 of the Act.
<i>Ordinary Member</i>	a Member holding Ordinary Membership as set out in Rule 6.1.
<i>Ordinary Membership</i>	the Membership of an Ordinary Member as set out in Rule 6.1.
<i>Proxy</i>	has the meaning given in Rule 24.1.
<i>Qualifying Membership</i>	the Membership held by a Golf Section Member that is not Golf Section Membership.
<i>Register of Members</i>	the register of members of the Club maintained by the Secretary in accordance with Rule 10.1.
<i>Regulations</i>	regulations under the Act.
<i>Rules</i>	these rules including the statement of purposes and where the context indicates a particular provision thereof.
<i>Secretary</i>	the Manager as set out in Rule 37 or another Committee Member as determined by the Committee.
<i>Social Member</i>	a Member holding Social Membership as set out in Rule 6.4.
<i>Social Membership</i>	the Membership of a Social Member as set out in Rule 6.4.
<i>the Wonthaggi Club</i>	the Wonthaggi Club (ACN 004 154 045).
<i>Voting Members</i>	Members who are: <ul style="list-style-type: none"> <li>(a) Life Members; or</li> <li>(b) Ordinary Members who: <ul style="list-style-type: none"> <li>(i) have at the relevant time have paid all moneys due and payable to the Club; and</li> <li>(ii) are not employees of the Club.</li> </ul> </li> </ul>
<i>Wonthaggi Golf Club</i>	Wonthaggi Golf Club Inc (A003984G).

### **3. INTERPRETATION OF RULES**

- 3.1 If these Rules provide for any person (including any entity, committee or subcommittee) to do anything or make an appointment or determination or act in any way, it means that person may also revoke and/or change that action or appointment or determination from time to time.
- 3.2 In these Rules unless the context indicates otherwise:
- (a) words in the singular imply the plural and vice versa;

- (b) words implying the masculine gender include the feminine gender and vice versa;
  - (c) a reference to a statute or a statutory provision includes any statute or statutory provision that amends, extends, consolidates or replaces the same and any orders, regulations, instruments or other subordinate legislation made under it;
  - (d) a reference to any party to these Rules or any other agreement or document includes the party's executors, administrators, substitutes, successors and permitted assigns;
  - (e) if an expression is defined, grammatical derivatives of that expression have a corresponding meaning; and
  - (f) expressions like 'includes', 'including', 'e.g.' and 'such as' are not words of limitation. Any examples that follow them are not to be taken as an exhaustive list.
- 3.3 Any question of interpretation which arises under these Rules or a Regulation must be resolved by the Committee.
- 3.4 If these Rules provide for any committee, entity, person or group (**Entity**) to do anything or make an appointment or determination or act in any way - it means that the Entity may also revoke and/or change that action or appointment or determination from time to time.
- 4. STATEMENT OF PURPOSES**
- 4.1 The primary purpose of the Club is to encourage and promote the game of golf in the South Gippsland region. In pursuit of that primary purpose, the Club:
- (a) aspires to be the best golf club in South Gippsland by providing premier golf course facilities to Members and the community to partake in golf activities;
  - (b) will regularly host golf activities and competitions for Members and the community to participate in;
  - (c) will provide clubhouse facilities for Members and the community to undertake general recreational, social and entertainment activities ancillary to the golf activities; and
  - (d) aims to establish an environment where all Members, their family and friends and the community feel welcome and encouraged to participate in the activities of the Club.
- 4.2 Without in any way limiting the primary purpose of the Club set out in Rule 4.1, the Club may extend its offering to other sporting activities from time to time.
- 5. MEMBERSHIP**
- 5.1 The initial members of the Club are all the existing members of the Wonthaggi Club and the Wonthaggi Golf Club as of the adoption of these Rules.
- 5.2 The Club will consist of the following classes of Members:
- (a) Ordinary Members;
  - (b) Life Members;
  - (c) Social Members;
  - (d) Junior Members;
  - (e) Golf Section Members;
  - (f) Honorary Members; and

- (g) Hospitality Members.
- 5.3 On adoption of these Rules, the Committee must allocate each Member to a class of Membership that most closely reflects the membership class or category of that Member in the Wonthaggi Club or the Wonthaggi Golf Club, whichever is relevant.
- 5.4 If there is doubt as to the applicable class, the Committee must apply a class of Membership that most closely resembles the class of Membership that applied to the Member immediately prior to the adoption of these Rules.
- 5.5 No person will be exempted from the obligation to pay the regular subscription for Membership of the Club except those possessing the qualifications defined in these Rules and the admission or exemption is in accordance with these Rules.

## **6. CLASSES OF MEMBERSHIP**

### **6.1 Ordinary Member**

- (a) Any person who:
  - (i) is over the age of 18 years; and
  - (ii) has been a Social Member or a Junior Member for a period of not less than 2 consecutive years immediately prior to applying for Ordinary Membership, may apply Ordinary Membership.
- (b) Application for Ordinary Membership is governed by Rule 8.
- (c) Ordinary Members have the right to:
  - (i) subject to Rule 6.1(d), vote at General Meetings;
  - (ii) to stand for election for Committee positions; and
  - (iii) propose or second Members for election for Committee positions.
- (d) Notwithstanding Rule 6.1(c)(i), an Ordinary Member who is employed by the Club shall not be entitled to vote at General Meetings.

### **6.2 Golf Section Member**

- (a) The initial Golf Section Members are all the existing members of the Wonthaggi Golf Club as of the adoption of these Rules in the following classes:
  - (i) Honorary Life Members,
  - (ii) Members with Seven Day Playing Rights,
  - (iii) Intermediate Members,
  - (iv) Senior Members,
  - (v) Long Serving Senior Members;
  - (vi) Junior Members;
  - (vii) Honorary Members;
  - (viii) Country Members; and
  - (ix) Five Day Members.
- (b) Any Ordinary Member, Life Member, Social Member or Junior Member may apply to become a Golf Section Member.

- (c) Golf Section Membership must be held in addition to another class of Membership listed in Rule 5.2 (**Qualifying Membership**).
- (d) Applications for Golf Section Membership must be:
  - (i) in writing on a form approved by the Committee; and
  - (ii) lodged with the Secretary.
- (e) As soon as practicable after the application has been lodged in accordance with Rule 6.2(d), the Secretary must refer the application to the Committee at a duly convened Committee Meeting, and the Committee must resolve whether to approve or reject the application for Golf Section Membership.
- (f) If the application for Golf Section Membership is approved, on receipt by the Committee of the payment of the Golf Section entrance fee (if any), the applicant must be admitted to Golf Section Membership.
- (g) If the Committee rejects the application, as soon as practicable after it is rejected, the Secretary must notify the applicant in writing of the rejection and will not be required to provide any reasons for the rejection.
- (h) Any omission, inaccuracy or misrepresentation in the particulars relating to the applicant or their description, will render the approval void at any time at the discretion of the Committee.
- (i) Other than the golf playing rights, the rights of the Golf Section Members are based on their Qualifying Membership.

### 6.3 Life Member

- (a) The Committee may resolve to appoint any Ordinary Member to Life Membership whom the Committee resolves has rendered exceptionally valuable service or assistance to the Club.
- (b) The Committee is not required to provide reasons for its determination to appoint a Member to Life Membership.
- (c) Life Members will not be required to pay annual subscriptions.
- (d) Life Members have the right to:
  - (i) vote at General Meetings;
  - (ii) to stand for election for Committee positions; and
  - (iii) propose or second Members for election for Committee positions.
- (e) Life Membership may be withdrawn in accordance with the provision set out in Rule 12 (Discipline).
- (f) The initial Life Members of the Club are all the existing Life Members of the Wonthaggi Club and all the Honorary Life Members of the Wonthaggi Golf Club Inc as of the adoption of these Rules.

### 6.4 Social Member

- (a) Any person over the age of 18 may apply to become a Social Member in accordance with Rule 7.2.
- (b) Social Members have no rights to:
  - (i) vote at General Meetings;

- (ii) to stand for election for Committee; or
  - (iii) propose or second Members for election for Committee.
- (c) The Committee must determine the rights of Social Members to:
  - (i) use the Club's sporting facilities (including whether to charge a fee for use and which facilities are available to Social Members);
  - (ii) play for the Club in inter-Club competitions;
  - (iii) play in intra-Club sporting competitions at the Club's facilities; and
  - (iv) use the Club's hospitality facilities.

#### 6.5 Junior Member

- (a) Any person who has not attained the age of 18 years, may apply to become a Junior Member in accordance with Rule 7.2.
- (b) Junior Members who:
  - (i) will turn 18 years old before the next Membership renewal date; and
  - (ii) have been a Junior Member for at least 2 consecutive years immediately prior to lodging an application
 may apply for Ordinary Membership in accordance with Rule 8.2.
- (c) Junior Members who:
  - (i) do not meet the criteria set out in 6.5(b); or
  - (ii) have not applied for Ordinary Membership (even though they meet the criteria set out in 6.5(b)),
 must be transferred to Social Membership at the next Membership renewal date after their 18th birthday.
- (d) Junior Members have no rights to:
  - (i) vote at General Meetings;
  - (ii) stand for election for Committee positions; or
  - (iii) propose or second Members for election for Committee positions.

#### 6.6 Honorary Member

- (a) Any person who meets one or more of the following criteria will be an Honorary Member for the day upon which they meet the criteria:
  - (i) any person who is competing in any Inter-Club match, tournament, or game organised by the Club and taking place on the Club premises;
  - (ii) any person who is a member or official of any other recognised Club and who is attending the Club premises in connection with any match, tournament or game;
  - (iii) any person over the age of 18 years who is a member of any club which the Committee may from time to time determine as providing reciprocal rights and benefits; and
  - (iv) any person whom the Committee resolves to appoint as an Honorary Member on such conditions and for such period as the Committee will determine, including:
    - (A) public officials;

- (B) civic or parliamentary dignitaries; and
- (C) sponsors.
- (b) All Honorary Members must provide the Club with their name and address in a form as required by the Committee from time to time.
- (c) Honorary Members are not required to pay annual subscriptions.
- (d) The Secretary must keep appropriate records of the names and addresses of all Honorary Members. Such records will specify the occasion or period in respect of which Honorary Membership is granted.
- (e) The Committee will have the power to cancel the Membership of any Honorary Member without notice and without assigning any cause therefore.
- (f) Honorary Members have no rights to:
  - (i) vote at General Meetings;
  - (ii) to stand for election for Committee or Golf Subcommittee positions; or
  - (iii) propose or second Members for election for Committee or Golf Subcommittee positions.

#### 6.7 Hospitality Member

- (a) Any person over the age of 18 years who wishes to enjoy only the licensed hospitality facilities of the Club may apply to become a Hospitality Member.
- (b) Application for Hospitality Membership must be in writing on a form approved by the Committee from time to time.
- (c) The application is to be delivered to the Club, addressed to the Secretary and once the appropriate entrance fee (if any) is paid by the applicant, the applicant becomes a Hospitality Member pending approval of the Committee. The Committee must consider applications for Hospitality Membership at the Committee meeting following receipt of the application.
- (d) If the Committee approves the application, as soon as practicable after it is approved by the Committee, the Secretary must:
  - (i) notify the applicant in writing of the approval;
  - (ii) deliver a membership card to the new Hospitality Member; and
  - (iii) enter the applicant's name in the Register of Members.
- (e) If the Committee rejects the application, as soon as practicable after it is rejected by the Committee, the Secretary must notify the applicant in writing of the rejection and will not be required to provide any reasons for the rejection.
- (f) Hospitality Members have no rights to:
  - (i) vote at General Meetings;
  - (ii) stand for election for Committee or Golf Subcommittee positions; or
  - (iii) propose or second Members for election for Committee or Golf Subcommittee positions.

### 7. APPLICATION FOR SOCIAL OR JUNIOR MEMBERSHIP

#### 7.1 This Rule applies to applications for the following classes of Membership:

- (a) Social Membership; and
- (b) Junior Membership.

For Ordinary Membership, the application procedures are set out in Rule 8. For other classes of Membership, the procedure for application is set out in the relevant paragraphs relating to the particular classes under Rule 6.

7.2 Applications for Social Membership or Junior Membership must be:

- (a) in writing on a form approved by the Committee;
- (b) signed by the applicant;
- (c) accompanied by the application fee (if any), which must be refunded if the application is not approved; and
- (d) delivered to the Secretary.

7.3 As soon as practicable after the application has been received, the Secretary must decide whether to approve or reject the application.

7.4 If the Secretary approves the application, as soon as practicable after the application is approved, the Secretary must notify the applicant in writing of the approval and request payment of the first year's subscription within the time specified in the notice.

7.5 On receipt by the Club of the payment of the annual subscription, the applicant must be admitted to the relevant Membership and the Secretary must enter the applicant's name in the Register of Members.

7.6 If the Secretary rejects the application, as soon as practicable after it is rejected, the Secretary must notify the applicant in writing of the rejection and will not be required to provide any reasons for the rejection. The Secretary must refund any money accompanying the application to the applicant.

7.7 The Secretary must include in the agenda for the next Committee meeting:

- (a) all applications for Social or Junior Membership received by the Secretary since the previous Committee meeting; and
- (b) whether the Secretary approved or rejected the application.

**8. APPLICATION FOR ORDINARY MEMBERSHIP**

8.1 This Rule applies to applications for Ordinary Membership.

8.2 Application for Ordinary Membership may be made by:

- (a) a Social Member who has been a Social Member or a Junior Member for no less than 2 consecutive years immediately prior to the application being made (Waiting Period); or
- (b) a Junior Member who has been a Junior Member for no less than 2 consecutive years and who will reach 18 years of age before the next Membership renewal date.

The Waiting Period shall include the time the Social Member or Junior Member has been a member of the relevant Membership class at the Wonthaggi Golf Club or Wonthaggi Club, whichever is applicable, prior to the adoption of these Rules. For example, a Social Member qualifies to apply for Ordinary Membership if the combined time of Social Membership at the Club and Social Membership at the Wonthaggi Golf Club or Wonthaggi Club, whichever is applicable, is not less than 2 years.

For clarity a Social Member qualifies to apply for Ordinary Membership if the combined time of Social Membership and Junior Membership is not less than 2 years. For example, a Social Member of 1 year standing qualifies if they were a Junior Member for at least 1 year immediately prior to being a Social Member.

8.3 Nominations for Ordinary Membership must be:

- (a) in writing on a form approved by the Committee;
- (b) signed by:
  - (i) the applicant; and
  - (ii) a proposer and a seconder for the applicant, both of whom must be Voting Members at the time of signing the application form;
- (c) delivered to the Secretary; and
- (d) accompanied by the application fee (if any), which must be refunded if the application is not approved.

8.4 As soon as practicable after receipt of the application form, the Secretary must refer the application to a meeting of the Committee and the Committee must resolve whether to approve or reject the application.

8.5 The applicant remains a Social Member or Junior Member for the period between lodgement of the application and its consideration by the Committee.

8.6 If the Committee approves the application:

- (a) as soon as practicable after the application is approved by the Committee, the Secretary must notify the applicant in writing of the approval and request payment of the first year's subscription within the time specified in the notice;
- (b) pending payment of the first year's subscription, the applicant remains a Social Member or Junior Member (whichever is relevant); and
- (c) on payment of the annual subscription, the applicant will be admitted to Ordinary Membership and the Secretary must enter the applicant's name in the Register of Members.

8.7 If the Committee rejects the nomination:

- (a) as soon as practicable after it is rejected, the Secretary must notify the applicant in writing of the rejection and will not be required to provide any reasons for the rejection; and
- (b) the applicant will remain:
  - (i) a Social Member; or
  - (ii) a Junior Member until transferred to Social Membership under Rule 6.5(c).

**9. GOLF SECTION**

9.1 Golf Section Members are those Members admitted to Golf Section Membership under Rule 6.2.

9.2 Golf Section Membership is in addition to the Qualifying Membership held by the Golf Section Member and subject to the payment of a further Golf Section Membership subscription.

9.3 Golf Section Membership is contingent on the Golf Section Member holding a Qualifying Membership.

9.4 The Committee may establish a Golf Subcommittee which will be responsible for managing,



organising and regulating the conduct of Golf and must conduct its business in such reasonable manner as the Committee determines.

## **10. REGISTER OF MEMBERS**

- 10.1 The Secretary must keep on the Club's premises a Register of the Members containing the names, addresses, email addresses phone numbers, mobile phone numbers, date of commencement of membership and the date of birth of all Members and the date of the most recent payment by each Member of their annual subscription.
- 10.2 Members must, as soon as possible, notify the Secretary of any changes to their details as recorded in the Register of Members.

## **11. CESSATION OF MEMBERSHIP**

- 11.1 Any Member may resign Membership by notifying the Secretary in writing prior to 30 June in the year that the Member wishes to resign. If the written notice of resignation is not received prior to 30 June in the relevant year, the resigning Member will be liable to pay the annual subscription for the next ensuing Membership Year.
- 11.2 If a notice of resignation is stated to be effective prior to 30 June in any year, the resigning Member will not be entitled to any refund of fees or subscriptions paid.
- 11.3 Subject to Rule 14.4, if a Member fails to pay any fee and/or subscription within one month of it becoming due, the defaulting Member will cease to be a Member.
- 11.4 A Member ceases to be a Member:
  - (a) if they are expelled as a result of disciplinary action in accordance with Rule 12; or
  - (b) upon the Member's death.
- 11.5 If a Member ceases to be a Member for any reason, the Member will remain liable to pay any subscription or fee due at the time that Membership ceases and will not be entitled to any refund of any subscription or fee paid in advance, unless otherwise determined by the Committee.
- 11.6 If a Member ceases to be a Member for any reason, the Secretary must, as soon as practicable, notify the Committee and enter the date the Member ceased to be a Member in the Register of Members.

## **12. DISCIPLINE**

- 12.1 If the Committee receives information, in writing, orally or otherwise (**the Information**), alleging that a Member has:
  - (a) refused or neglected to comply with these Rules; or
  - (b) been guilty of conduct unbecoming of a Member or prejudicial to the interests of the Club,the Committee must appoint a disciplinary subcommittee of 3 persons who meet the criteria set out in Rule 12.2 (**Disciplinary Subcommittee**) to consider the Information, hear the matter and determine what action (if any) to take against the Member.
- 12.2 A person qualifies to be a member of the Disciplinary Subcommittee they meet all of the following criteria:
  - (a) is not the Member being sanctioned nor a person who has provided any of the Information;
  - (b) is not related to:
    - (i) the Member being sanctioned; or

- (ii) a person who has provided any of the Information; and
  - (c) the appointment of whom would not reasonably give rise to an accusation of bias or compromise of natural justice.
- 12.3 The Disciplinary Subcommittee must convene a meeting (**Disciplinary Meeting**) to be held no earlier than 14 days and no later than 28 days after the delivery of the notice under Rule 12.4 unless:
- (a) the Secretary has, no later than 24 hours prior to the Disciplinary Meeting, received a written request for an extension of time for the holding of the Disciplinary Meeting; and
  - (b) the Chairman has determined to postpone the Disciplinary Meeting to a later date.
- 12.4 The Secretary must give the relevant Member written notice of the Disciplinary Meeting and the notice must:
- (a) set out that the Disciplinary Subcommittee will consider the Information at a Disciplinary Meeting;
  - (b) advise the Member that, at the Disciplinary Meeting, the Disciplinary Subcommittee may determine to sanction the Member and the grounds for the proposed disciplinary action;
  - (c) contain a copy or a précis of the Information;
  - (d) state the date, place and time of the Disciplinary Meeting;
  - (e) state that the relevant Member may:
    - (i) attend that Disciplinary Meeting with or without representative/s and address the Disciplinary Subcommittee on the Information and the imposition of a sanction; and/or
    - (ii) give to the Secretary before the Disciplinary Meeting a written statement addressing the Information and the imposition of a sanction;
  - (f) set out the Member's appeal rights under Rule 12.7(b) and 12.7(c); and
  - (g) contain a copy of the disciplinary procedure set out in the Rules.
- 12.5 The Secretary must give each Disciplinary Subcommittee member a copy of the notice and attachments provided to the Member under Rule 12.4.
- 12.6 At the Disciplinary Meeting, the Disciplinary Subcommittee must:
- (a) give the Member an opportunity to be heard on the substance of the Information and any sanction to be imposed on the Member;
  - (b) consider all material before it; and
  - (c) by simple majority determine whether the Member should be sanctioned, and if so, decide to:
    - (i) reprimand the Member;
    - (ii) fine the Member;
    - (iii) expel the Member from the Club;
    - (iv) suspend the membership rights of the Member for a specified period; or
    - (v) impose any appropriate requirement or restriction on the Member.
- 12.7 The Secretary must as soon as practicable after the Disciplinary Meeting give the Member a written notice setting out:

- (a) the resolution of the Disciplinary Subcommittee;
- (b) that the Member may, not later than 7 days after receipt of the notice, give the Secretary a written notice that they wish to appeal against the resolution to the Appeals Committee; and
- (c) that if they choose to appeal the resolution, they may:
  - (i) attend the Appeals Committee Meeting; and/or
  - (ii) give to the Secretary before the date of the Appeal Committee Meeting a written statement seeking revocation of the Disciplinary Subcommittee's resolution and setting out the Member's grounds for the revocation.

12.8 Where the Secretary receives notice under Rule 12.7(b):

- (a) the sanction imposed under Rule 12.6(c) will be effective unless and until it is revoked in accordance with Rule 12.11(b);
- (b) the Secretary must notify the Disciplinary Subcommittee of the Member's Appeal;
- (c) the Disciplinary Subcommittee must convene an Appeals Committee Meeting to be held not later than 21 days after the date on which the Secretary received the notice under Rule 12.7(b); and
- (d) the Committee must appoint any 3 Members who meet the criteria set out in Rule 12.9 to constitute the Appeals Committee.

12.9 A person qualifies to be a member of the Appeals Committee if they meet all of the following criteria:

- (a) is not a current Committee Member;
- (b) is not a member of the Disciplinary Subcommittee appointed to hear and determine the matter of the Member being sanctioned;
- (c) is not the Member being sanctioned nor a person who has provided any of the Information;
- (d) is not related to:
  - (iii) the Member being sanctioned; or
  - (iv) a person who has provided any of the Information; and
- (e) the appointment of whom would not reasonably give rise to an accusation of bias or compromise of natural justice.

12.10 At the Appeals Committee Meeting convened under Rule 12.8(c):

- (a) the Disciplinary Subcommittee may provide details of the grounds for the Disciplinary Subcommittee's resolution and the reasons for the passing of the Disciplinary Subcommittee's resolution, and any details provided must be tabled at the Appeals Committee Meeting;
- (b) the Member:
  - (i) must be given an opportunity to be heard; and/or
  - (ii) may submit a written statement to the Appeals Committee prior to the Appeals Committee Meeting; and
- (c) the Appeals Committee must consider all material before it.

12.11 If the Appeals Committee:

- (a) votes by simple majority to confirm the Disciplinary Subcommittee's resolution, the Disciplinary Subcommittee's resolution is confirmed; and
  - (b) in any other case, the Disciplinary Subcommittee's resolution is revoked.
- 12.12 If the Appeals Committee revokes the Disciplinary Subcommittee's resolution, the Appeals Committee may by simple majority determine that, based only on the information before it, the Member has refused or neglected to comply with these Rules or has been guilty of conduct unbecoming of a Member or prejudicial to the interests of the Club and substitute a different sanction in place of the sanction determined by the Disciplinary Subcommittee. The sanction imposed under Rule 12.12 will be effective immediately upon the Appeals Committee's resolution.
- 12.13 Throughout the disciplinary procedure, the Disciplinary Subcommittee and the Appeals Committee must observe the principles of natural justice and afford procedural fairness to the Member.

### **13. DISPUTES AND MEDIATION**

- 13.1 The procedure set out in this Rule 13 applies to disputes under these Rules between:
  - (a) a Member and another Member;
  - (b) a Member and the Committee; or
  - (c) a Member and the Club.
- 13.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- 13.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- 13.4 The mediator must be:
  - (a) a person chosen by agreement between the parties; or
  - (b) in the absence of agreement:
    - (i) in the case of a dispute between a Member and another Member, a person appointed by the Committee in accordance with Rule 13.5; or
    - (ii) in the case of a dispute between a Member and the Committee or the Club, a person who is a mediator appointed by the Dispute Settlement Centre of Victoria (Department of Justice).
- 13.5 A mediator appointed by the Committee can be a Member of the Club, provided that such Member:
  - (a) is not a party to the dispute;
  - (b) has no personal interest in the dispute;
  - (c) is not biased, in favour of, or against any party in the dispute.
- 13.6 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 13.7 The mediator, in conducting the mediation, must:
  - (a) give the parties to the mediation process every opportunity to be heard;
  - (b) allow due consideration by all parties of any written statement submitted by any party; and
  - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

- 13.8 The mediator must not determine the dispute.
- 13.9 If the mediation process does not result in the dispute being resolved, the parties may, if it is a dispute between members, agree to refer the dispute to the Committee for resolution and agree to be bound by the decision of the Committee. The Committee may take into account any further statements of the parties provided at the mediation and any further documentation and verbal evidence that it is given before making its decision.
- 13.10 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute at law.

#### **14. FEES & SUBSCRIPTIONS**

- 14.1 The application fee, entrance fee and annual subscription for each class of Membership will be determined by the Committee, and the Committee may determine that there will be no application or annual subscription for any particular class of Membership or particular Member.
- 14.2 All annual subscriptions will be payable in advance on 1 July and are due no later than 1 August in each year.
- 14.3 Subject to Rule 14.4 if a Member fails to pay the relevant fee and/or subscription within one month of it becoming payable, the defaulting Member will cease to be a Member and will cease to be entitled to any of the privileges of Membership. For the avoidance of doubt, unless the Committee determines otherwise under Rule 14.4:
- (a) if a Member has not paid annual subscription by 1 July in any year, the Member ceases to be a Voting Member until the annual subscription is paid; and
  - (b) if a Member has not paid annual subscription by 1 August in any year, the Member ceases to be a Member.
- 14.4 The Committee may, at its discretion, grant extensions of time for payment of fees and/or subscriptions for all Members or particular Members, and may reinstate a Member who has ceased to be a Member by virtue of Rule 14.3 upon payment of outstanding fees and/or subscriptions without the requirement for the ceased Member to reapply for Membership.
- 14.5 Subject to Rule 14.4, if any Member ceases to be a Member, that former Member may be re-admitted to Membership on application in accordance with these Rules.
- 14.6 The Committee may determine that all Members or particular Members may pay subscriptions and/or fees by instalments. Any Member who joins the Club after 2 March in any year must pay one half of the annual subscription for the relevant Membership Year.

#### **15. CALLS**

- 15.1 The Members in General Meeting will have the power to make calls upon Members or particular classes of Members.
- 15.2 A call will be a “fee” for the purposes of these Rules and non-payment of a call by any Member will be subject to the provisions of Rule 14.4 and Rule 14.5.

#### **16. FUNDS**

The funds of the Club will be derived from fees, annual subscriptions, proceeds from licensed hospitality operations, donations, fundraising activities, grants and such other sources as the Committee determines.

#### **17. PAYMENTS**

All payments on behalf of the Club must be made by credit card, cheque or any other means authorised by the Committee and signed by such persons duly authorised by the Committee.

## **18. ANNUAL GENERAL MEETINGS**

- 18.1 There must be an Annual General Meeting held not later than 5 months after the end of the financial year on such day and at such place as the Committee determines.
- 18.2 Despite Rule 18.1, the Club may hold its first Annual General Meeting at any time within 18 months after its incorporation.
- 18.3 The Annual General Meeting must be specified as such in the notice convening it.
- 18.4 The ordinary business of the Annual General Meeting will be:
  - (a) to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
  - (b) to receive from the Committee the annual reports upon the transactions and activities of the Club during the last preceding financial year;
  - (c) to declare the outcome of the election, and conduct a ballot if required for Members of the Committee in accordance with these Rules;
  - (d) to receive and consider the audited financial statement submitted by the Club in accordance the relevant legislation; and
  - (e) to confirm the auditor and where appropriate, determine the auditor's remuneration.
- 18.5 The Annual General Meeting may transact special business of which notice is given in accordance with these Rules.
- 18.6 The Annual General Meeting will be in addition to any other General Meetings that may be held in the same year.

## **19. SPECIAL GENERAL MEETINGS**

- 19.1 All General Meetings, other than the Annual General Meeting, will be Special General Meetings.
- 19.2 The Committee may, whenever it thinks fit, convene a Special General Meeting.
- 19.3 If, but for this Rule 19.3, more than 18 months would elapse between Annual General Meetings, the Committee must convene a Special General Meeting before the expiration of that period.
- 19.4 The Committee must, on the requisition in writing of Members representing not less than 20 Voting Members, convene a Special General Meeting.
- 19.5 The requisition for a Special General Meeting must state the business of the meeting and must contain the name and the signature of the Voting Members making the requisition and be delivered to the Secretary and may consist of several documents in a like form, each signed by one or more of the Voting Members making the requisition.
- 19.6 If the Committee does not cause a Special General Meeting to be held within 35 days after the date on which the requisition is delivered to the Secretary under Rule 19.5, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after the date on which the requisition is delivered.
- 19.7 A Special General Meeting convened by Members in pursuance of Rule 19.6, must be convened in the same manner as nearly as possible as General Meetings convened by the Committee and may only consider the business stated in the requisition. All reasonable expenses incurred in convening the meeting will be refunded by the Club to the persons incurring the expenses.

## **20. NOTICE OF MEETINGS**

- 20.1 In the case of Annual General Meetings, the Secretary must provide a preliminary notice in accordance with Rule 20.2. The preliminary notice is in addition to the notice referred to in Rule 20.5.
- 20.2 The Secretary must at least 35 days prior to the date fixed for the Annual General Meeting in each year issue a preliminary notice advising Members of:
- (a) the place, date and time of the Annual General Meeting;
  - (b) the number of Committee Members to be elected at the Annual General Meeting and how to nominate for election as a Committee Member; and
  - (c) the requirement to lodge notice of special business with the Secretary at least 28 days prior to the date fixed for the Annual General Meeting.
- 20.3 The preliminary notice referred to in Rule 20.2 will be by way of newsletter or notice posted on the notice board or such other manner as the Committee determines.
- 20.4 A Member desiring to bring any business before a meeting may give notice of that business in writing to the Secretary at least 28 days prior to the meeting, and the Committee may, determine whether to include that business in the notice calling the next General Meeting after the receipt of the notice.
- 20.5 In the case of both Annual General Meetings and Special General Meetings the Secretary must, at least 21 days before the date fixed for holding a General Meeting, cause a notice of the meeting to be posted on the notice board in the clubhouse, posted on the Club's website and sent by email to all Voting Members who have email addresses.
- 20.6 The notice of General Meeting under Rule 20.5 must:
- (a) state the place, date and time of the meeting and the nature of the business to be transacted at the meeting; and
  - (b) if a special resolution is to be proposed, state in full the proposed resolution and the intention to propose the resolution as a special resolution;
  - (c) state that a Voting Member may appoint another Voting Member to act as proxy for the meeting in accordance with Rule 24; and
  - (d) advise how Appointing Members can appoint a proxy.
- 20.7 No business other than that set out in the notice convening the meeting may be transacted at the meeting.

## **21. USE OF TECHNOLOGY**

- 21.1 A General Meeting may be held and Members may take part by the use of technology that allows Members to clearly and simultaneously communicate with each other participating Member.
- 21.2 For the purposes of the General Meeting convened under this Rule 21, a Member participating in such meeting is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

## **22. PROCEEDINGS AT MEETINGS**

- 22.1 All business that is transacted at a Special General Meeting and all business that is transacted at the Annual General Meeting, with the exception of that specifically referred to in these Rules as being the ordinary business of the Annual General Meeting, will be deemed to be special business.

- 22.2 No item of business can be transacted at a General Meeting unless a quorum of Voting Members is present (whether physically in person, by proxy or as allowed under Rule 21) during the time when the meeting is considering that item.
- 22.3 20 Voting Members personally present constitute a quorum for the transaction of the business of a General Meeting.
- 22.4 If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present:
- (a) if the meeting is convened upon the requisition of Members it will be dissolved; and
  - (b) in any other case will stand adjourned to the same day in the next week at the same time and at the same place – unless another place or time is specified by the Chairman at the time of the adjournment and is posted on the notice board in the clubhouse and advertised on the Club’s website before the day to which the meeting is adjourned –and if at the adjourned meeting the quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Voting Members present will be a quorum.
- 22.5 The Chairman will preside as chairman at each General Meeting.
- 22.6 If the Chairman is absent from or is unable to preside at a General Meeting, the Committee Members present will elect 1 of their number to preside as chairman at the meeting.
- 22.7 The Chairman of a General Meeting at which a quorum is present may, on a resolution of the meeting, adjourn the meeting to a time and place agreed by the meeting, but no business will be transacted at an adjourned meeting other than business left unfinished at the meeting at which the adjournment took place.
- 22.8 Where a meeting is adjourned for 14 days or more, a notice of the adjourned meeting must be given as in the case of the General Meeting.
- 22.9 Except as provided in Rule 22.8, or when the time and place for the adjourned meeting is not agreed upon at the meeting, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 22.10 The Committee must ensure that minutes are taken and kept of each General Meeting by the Secretary.
- 22.11 The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.
- 22.12 In addition, the minutes of each Annual General Meeting must include:
- (a) the names of the Members attending the meeting; and
  - (b) the financial statements submitted to the Members in accordance with Rule 18.4(d);
  - (c) the certificate signed by 2 Committee Members certifying that the financial statements give a true and fair view of the financial position and performance of the Club; and
  - (d) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

## **23. VOTING AT GENERAL MEETINGS**

- 23.1 Only Voting Members are entitled to vote at General Meetings.
- 23.2 A question arising at a General Meeting will be determined on a show of hands, and unless, before or on the declaration of the show of hands, a poll is demanded by not less than 3 Voting Members:



- (a) a declaration by the Chairman that a resolution has been:
  - (i) carried; or
  - (ii) carried unanimously; or
  - (iii) carried by a particular majority; or
  - (iv) lost; and
- (b) an entry to that effect is made in the minute book,  
is evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

23.3 Upon any question arising at a General Meeting, each Member in attendance (including by proxy or as allowed under Rule 21) will have one vote only, except in the event of an equality of votes when the Chairman will have a second or casting vote.

23.4 All votes must be given personally or by proxy.

23.5 If at a meeting a poll on any question is demanded by not less than 3 Voting Members, it must be taken at that meeting, in such manner as the chairman may direct and the resolution of the poll will be deemed to be a resolution of the meeting on that question.

23.6 A poll that is demanded on the election of a chairman or on a question of an adjournment must be taken forthwith and a poll that is demanded on any other question must be taken at such time before the close of the meeting as the chairman may direct.

23.7 A Special Resolution is passed if not less than three-quarters of the Members voting at a General Meeting (whether in person, by proxy or as allowed under Rule 21) vote in favour of that resolution.

## **24. PROXIES**

24.1 A Voting Member who is unable to attend a General Meeting (**the Appointing Member**) may appoint another Voting Member (**the Proxy**) to act as the proxy for the Appointing Member.

24.2 An appointment of proxy must be in writing on a form approved by the Committee and must:

- (a) be signed by the Appointing Member;
- (b) be delivered to the Secretary no later than the time for commencement of the General Meeting for which the Proxy applies; and
- (c) either:
  - (i) direct how the Proxy must cast the Appointing Member's vote, i.e. either for or against a resolution or, in the case of an election, for particular candidates; or
  - (ii) allow the Proxy to cast the Appointing Member's vote as the Proxy sees fit.

24.3 If the Committee has not approved a form for the appointment of a Proxy, the Member may use any other form that clearly identifies the person appointed as the Member's Proxy and that has been signed by the Member.

## **25. NON-COMPLIANCE WITH RULES**

25.1 Inadvertent non-compliance with any of the Rules will not render any proceedings void.

## **26. THE COMMITTEE OF MANAGEMENT**

26.1 The business and affairs will be under the management of the Committee.

- 26.2 The Committee will consist of 8 Committee Members.
- 26.3 The Committee will control and manage the business affairs of the Club and, subject to these Rules and the Act, exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by these Rules to be exercised by General Meetings of the Members.
- 26.4 Subject to these Rules and the Act, the Committee has the power to perform all such acts and things, including the making of by-Laws and policies, as appear to the Committee to be beneficial for the proper management of the business and affairs of the Club.
- 26.5 The Committee must not, without the prior approval of the Members in General Meeting, dispose of or demise any part of the real property of the Club.

## **27. DELEGATION**

- 27.1 The Committee may, by resolution, delegate to a member of the Committee, a subcommittee or a member of staff, any of its powers, functions or duties other than—
- (a) this power of delegation; or
  - (b) a duty imposed on the Committee by the Act or any other law.
- 27.2 The delegation must be in writing and may be subject to the conditions and limitations the Committee considers appropriate.
- 27.3 The Committee may, in writing, revoke a delegation wholly or in part.
- 27.4 All acts done by any meeting of the Committee or of a subcommittee or by any person acting as a Committee Member or subcommittee member will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Committee Member or subcommittee member or persons acting or that they or any of them are disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Committee Member or subcommittee member.

## **28. TERM OF COMMITTEE MEMBERS**

- 28.1 Except for the First Committee Members, Committee Members will be elected for a term of 2 years and the term of Committee Members will expire at the conclusion of the second Annual General Meeting after their election, unless terminated earlier in accordance with these Rules.
- 28.2 In each year the positions which fall vacant will be the positions of those Committee Members whose terms have expired by the expiration of time or such other manner as provided in these Rules.
- 28.3 Retiring Committee Members will be eligible for re-election.
- 28.4 On the adoption of these Rules, the following people will be the First Committee Members whose terms will expire at the conclusion of the second Annual General Meeting after adoption of the Rules:
- (a) Christine Hamilton;
  - (b) John Walsh;
  - (c) Peter Bowler; and
  - (d) Leslie Brewer.
- 28.5 On the adoption of these Rules, the following people will be the First Committee Members whose terms will expire at the conclusion of the third Annual General Meeting after adoption of the

Rules:

- (a) Robert Geyer;
- (b) Peter Liddle;
- (c) Jason Sartori; and
- (d) Stephen Scimonello.

## **29. NOMINATIONS OF CANDIDATES FOR ELECTION AS COMMITTEE MEMBERS**

29.1 Nominations of candidates for election as Committee Members must:

- (a) be in writing, contain the name and signature of the candidate;
- (b) a proposer and a seconder for the candidate, both of whom must be Voting Members at the time of signing the nomination form; and
- (c) be delivered to the Secretary later than 5pm on the 28<sup>th</sup> day prior to the Annual General Meeting.

29.2 No later than the 26 days before the Annual General Meeting in each year the Committee must:

- (a) meet to consider all nominations for election that have been received no later than 28 days before the Annual General Meeting; and
- (b) approve as Approved Candidates all candidates who meet the criteria set out in Rule 30.1.

29.3 While the Club holds a Liquor Licence or Gaming Licence each Approved Candidate must complete and lodge with the Secretary no later than the date the ballot closes, or if no ballot is required, then no later than the date of the Annual General Meeting:

- (a) the Approval Forms, unless the Approved Candidate is currently an Approved Associated Individual; and
- (b) evidence of successful completion of the relevant training required under the Gambling Act and Liquor Act for the Club for the Club to hold the relevant licences to operate at the premises.

29.4 The Secretary must provide on request blank copies of:

- (a) the Approval Forms; and
- (b) the training manual and assessment for the relevant training required under the Gambling Act and Liquor Act for the Club for the Club to hold the relevant licences to operate at the premises.

29.5 Failure to provide the any of the documents set out in Rule 29.3 will result in the Approved Candidate not being eligible for election. For clarity, the Approval Forms are completed if all the questions on the Approval Forms are completed by the Approved Candidate, even if any required attachments (eg police checks, ASIC searches, credit checks) are not attached.

## **30. ELECTION CRITERIA**

30.1 The Election Criteria are the criteria adopted by the Committee for election to the Committee and must include at least the following:

- (a) the candidate's willingness and eligibility to complete the relevant training required under the Gambling Act and Liquor Act for the Club to hold the relevant licences to operate at the premises;
- (b) commitment to the advancement of the Club's Purposes set out in Rule 4;

- (c) commitment to compliance with these Rules;
  - (d) possession of skills within the skill-set identified by the Committee as necessary for the proper management and oversight of the operations of the Club; and
  - (e) possession of experience in general management, accounting and finance, legal and corporate affairs as identified by the Committee as necessary for the proper management and oversight of the operations of the Club.
- 30.2 The Committee must publish the Election Criteria on the Club's website no later than 35 days before the Annual General Meeting.

### **31. BALLOT FOR COMMITTEE MEMBERS**

- 31.1 If the number of Approved Candidates is equal to the number of vacancies to be filled, then subject to the Approved Candidates complying with Rule 29.3, the Approved Candidates will be deemed to be elected at the Annual General Meeting.
- 31.2 If the number of Approved Candidates is less than the number of vacancies to be filled, then subject to the Approved Candidates complying with Rule 29.3, the Approved Candidates will be deemed to be elected at the Annual General Meeting and any unfilled vacancies on the Committee will be casual vacancies.
- 31.3 If the number of Approved Candidates exceeds the number of vacancies to be filled, a ballot must be conducted.
- 31.4 Any required ballot must be conducted at or prior to the Annual General Meeting in such reasonable manner as directed by the Committee and in accordance with the following provisions in this Rule 31.
- 31.5 The Chairman must appoint 2 Voting Members to act as returning officers to conduct the ballot.
- 31.6 The Secretary must ensure that a list of the Approved Candidates is displayed in a conspicuous place at the Club's premises and on the Club's website for a period of at least 14 days prior to the Annual General Meeting.
- 31.7 If any Approved Candidate does not comply with Rule 29.3, then that Approved Candidate will be ineligible for election at the Annual General Meeting.
- 31.8 The election must be by secret ballot which shall be open for such hours as may be determined by the Committee.
- 31.9 The returning officers must report the results of the ballot to the chairman of the Annual General Meeting and, subject to Rule 31.7, the vacant Committee positions will be filled by the eligible Approved Candidates with the highest numbers of votes in order of number of votes until each of the vacant Committee positions are filled or there are no more eligible Approved Candidates.
- 31.10 If:
- (a) 2 or more eligible Approved Candidates receive an equal number of votes, and
  - (b) there are fewer vacant Committee positions remaining than the number of eligible Approved Candidates with the same number of votes;
- then
- (c) the vacant Committee positions will be filled by lot between the eligible Approved Candidates with the same number of votes; and
  - (d) which lot will be conducted by the chairman of the Annual General Meeting.

- 31.11 An Approved Candidate who has been elected as a Committee Member under Rule 31 must:
- (a) within 28 days of being elected, submit to the VGCCC and Liquor Control Commission the relevant Approval Forms, unless the Approved Candidate is currently an Approved Associated Individual; and
  - (b) provide to the Secretary evidence of submission of the Approval Forms to the VGCCC and Liquor Control Commission under Rule 31.11(a) including a copy of the Approval Forms (without the attachment thereto) submitted.

## **32. ELECTION OF CHAIRMAN**

- 32.1 As soon as practicable after the conclusion of the Annual General Meeting each year, the Committee must convene a Committee Meeting to elect the Chairman.
- 32.2 The Committee Members at the meeting referred to in Rule 32.1 will elect from within their number a Committee Member to chair that meeting and to conduct the election of the Chairman in a reasonable manner.
- 32.3 Subject to Rule 32.4, the Chairman will preside as chairman at all General Meetings and Committee Meetings.
- 32.4 If the Chairman is absent, or is unable to preside at any General Meeting or Committee Meeting, the Committee Members present at that meeting must elect a Committee Member to preside as chairman at that meeting.

## **33. CASUAL VACANCIES**

- 33.1 A casual vacancy occurs in the position of a Committee Member if:
- (a) the Committee Member ceases to be a Member;
  - (b) the Committee Member has their Membership suspended or cancelled under these Rules;
  - (c) the Committee Member is absent from 3 consecutive Committee Meetings without apology or leave of absence under Rule 40;
  - (d) the Committee Member ceases to be a Committee Member by operation of section 78 of the Act;
  - (e) the Committee Member resigns their position by notice in writing given to the Secretary;
  - (f) the Committee Member's term expires, and the Committee Member's position is not filled at the Annual General Meeting;
  - (g) the Committee Member:
    - (i) has a material personal interest in a matter that relates to the affairs of the Club (**the Matter**); and
    - (ii) is present at a Committee Meeting or General Meeting while the Matter is being considered or voted on; and
    - (iii) the Committee Members who do not have a material personal interest in the Matter pass a resolution that the Committee Member's position is vacated;
  - (h) the Committee Member is removed from the Committee in accordance with Rule 34 by the Members at a General Meeting and the Members do not appoint a replacement Committee Member at that General Meeting; and
  - (i) during any time that the Club holds a Liquor Licence or a Gaming Licence:

- (i) if, within 3 months of the Committee Member's election or appointment, they fail to become an Approved Associated Individual; or
- (ii) if, at any time during their term, the Committee Member becomes ineligible to be an Approved Associated Individual,

and the Committee Members who are Approved Associated Individuals pass a resolution that the Committee Member's position is vacated. Committee Members who are not Approved Associated Individuals must not participate in any deliberations of the Committee involving gaming or liquor (or both if relevant) while they are not Approved Associated Individuals.

- 33.2 If a casual vacancy occurs in the position of a Committee Member, subject to Rule 33.3, the Committee may appoint a Voting Member to fill the vacancy and the Member so appointed will hold the position for the remainder of the term that the vacating Committee Member would have served.
- 33.3 At the time of their appointment to fill a casual vacancy, the Member appointed to fill the casual vacancy must:
- (a) have been a Voting Member for 2 consecutive years immediately prior to the appointment;
  - (b) meet the Election Criteria set out in Rule 30.1; and
  - (c) provide the Secretary with:
    - (i) completed Approval Forms unless the Approved Candidate is currently an Approved Associated Individual; and
    - (ii) evidence of successful completion of the relevant training required under the Gambling Act and Liquor Act for the Club for the Club to hold the relevant licences to operate at the premises.
- 33.4 If a casual vacancy occurs the position of Chairman, the Committee may appoint one of its Members to the vacant office.
- 33.5 If the number of Committee Members is less than 5, the remaining Committee Members must convene a Committee Meeting for the sole purpose of appointing sufficient Committee Members to form a quorum and the Committee Members so appointed will hold their positions until the conclusion of the terms of the Committee Members they are replacing as designated by the remaining Committee Members.
- 33.6 If the number of Committee Members is reduced to 0, the Secretary (or if there is no Secretary, Members who were office bearers at the previous Annual General Meeting, or any of them) must call a Special General Meeting for the purpose of filling all the Committee vacancies, and take all actions that are necessary for that purpose.
- 33.7 The Voting Members present at the Special General Meeting convened under Rule 33.6 must determine which Committee Members elected at the Special General Meeting:
- (a) will hold their position until the conclusion of the next Annual General Meeting; and
  - (b) which will hold their position until the conclusion of the second Annual General Meeting following their appointment.
- 33.8 As soon as practicable after the conclusion of the Special General Meeting convened under Rule 33.6 the Committee must convene a Committee Meeting, the only business of which will be the election of the Chairman.
- 33.9 The Committee Meeting convened under Rule 33.8 must be convened in the same manner as the

Committee Meeting convened under Rule 32.

#### **34. REMOVAL OF COMMITTEE MEMBER**

34.1 The Voting Members in a General Meeting may, by Resolution:

- (a) remove any Committee Member before the expiration of their term; and
- (b) subject to Rule 34.5, appoint another Voting Member in their stead to hold office until the expiration of the term of the removed Committee Member.

34.2 A Committee Member against whom a proposed resolution referred to in Rule 34.1:

- (a) must be notified in writing by the Secretary at least 21 days before the General Meeting referred to in Rule 34.1 takes place; and
- (b) may make representations in writing to the Secretary.

34.3 The Secretary must circulate any written statement to all Voting Members by:

- (a) sending or providing access to a copy to each Voting Member if there is time to do so; or
- (b) if there is not time to comply with Rule 34.3(a) having the statement distributed to Members attending the Special General Meeting and read out at the Special General Meeting before the resolution is voted on.

34.4 The statement provided under Rule 34.2 does not have to be circulated to Members if it is more than 1,000 words long or defamatory.

34.5 Only Voting Members who meet the criteria set out in Rule 33.3 are eligible to be appointed under Rule 34.1(b).

34.6 If a Committee Member is removed in accordance with Rule 34, the removal of the Committee Member is not invalidated by the fact that the Members did not appoint another Member to the Committee, and if another Member is not appointed to the Committee, a casual vacancy will exist for the Committee position.

#### **35. PROCEDURE OF THE COMMITTEE**

35.1 The Committee must meet at least 10 times in each year for the transaction of the business of the Club on such days as determined by Committee.

35.2 The Committee must ensure that minutes and taken and kept of each Committee Meetings and all resolutions and proceedings of the Committee Meetings must be entered in a minute register. The minutes must record the following:

- (a) the names of the Committee Members in attendance at the Committee Meeting;
- (b) the business considered at the Committee Meeting;
- (c) any resolution on which a vote is taken and the result of the vote; and
- (d) any material personal interest disclosed under Rule 39.

35.3 Committee meetings may be convened in any way approved by the Committee, and attendance may be by telephone or conference call or such other reasonable means as agreed by the Committee.

35.4 Any 3 Committee Members or the Chairman may require the Secretary to convene a special meeting of the Committee, and the Secretary must, on the requisition of 3 Committee Members or the Chairman, convene a special meeting of the Committee.

35.5 No business will be transacted at any meeting unless each Committee Member has been given at

least 24 hours prior notice of the business to be conducted meeting. Notwithstanding the notice period required under this Rule 35.5, the Committee Members may unanimously agree in writing to conduct the Committee Meeting on a shorter notice period.

- 35.6 Any 5 Committee Members will constitute a quorum for the transaction of the business of a meeting of the Committee.
- 35.7 No business may be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present:
- (a) in the case of a special Committee Meeting, under Rule 35.5 the meeting lapses; and
  - (b) in any other case, the Chairman must adjourn the meeting to an appropriate time and place unless the meeting was requisitioned by Committee Members pursuant to Rule 35.4 in which case it lapses.
- 35.8 If a meeting is adjourned in accordance with the Rule 35.7, each Committee Member must be notified of the place and time for the new meeting.
- 35.9 The Chairman, or in their absence or inability to preside, a Committee Member appointed by the Committee Meeting must preside at Committee Meetings.
- 35.10 Questions arising at a Committee Meeting or of any subcommittee appointed by the Committee will be determined on a show of hands. or, if demanded by 2 Members, by a poll taken in such manner as the person presiding at the meeting may determine.
- 35.11 Voting by proxy is not permitted at a Committee Meeting.
- 35.12 Other than a Committee Member who is employed by the Club, each Committee Member, including the presiding Committee Member, will have 1 vote and in the event of an equality of votes, the chairman presiding at the meeting will have a casting vote. A Committee Member who is employed by the Club shall not be entitled to vote at a Committee Meeting.
- 35.13 A motion is carried if a majority of Committee Members present and voting at the meeting vote in favour of the motion.
- 35.14 Subject to the requirement for a quorum, the Committee may act notwithstanding any vacancy on the Committee.

### **36. VALIDATING ACTS OF THE COMMITTEE**

All acts done by any meeting of the Committee or a subcommittee of the Committee or by any person acting as a Committee Member or under delegation from the Committee (**Relevant Persons**) will, notwithstanding that it is afterwards discovered that there was some defect in the election or appointment of any Relevant Person or that they or any of them were disqualified, be as valid as if the Relevant Person had been duly elected or appointed and was qualified to act.

### **37. MANAGER**

- 37.1 The Committee may engage a Manager on terms and conditions that the Committee considers appropriate and who must act diligently, honestly and faithfully in the best interests of the Club and carry out the directions of the Committee and to whom the Committee may delegate the duties of any Committee Member.
- 37.2 Unless otherwise determined by the Committee, the Manager will be:
- (a) the Secretary for the purposes of the Act and these Rules; and
  - (b) the Club's nominee for the purposes of the Gaming Act and the Liquor Act.



### **38. SUBCOMMITTEES**

- 38.1 The Committee may from time to time appoint any subcommittees and may delegate to the subcommittees such of the powers or duties of the Committee as the Committee may determine.
- 38.2 A subcommittee member does not need to be a Member.
- 38.3 The business of subcommittees must be conducted in accordance with the direction of the Committee and subcommittees must conform to any by-laws prescribed by the Committee.
- 38.4 All subcommittees must report to the Committee and decisions of a subcommittee will be subject to confirmation of the Committee except where the subcommittee has been given express power to act by the Committee.
- 38.5 The Committee may appoint a Committee Member to an ex-officio Member of any subcommittees. For clarity, the Committee may appoint different Committee Members to be ex-officio members of different subcommittees, and may appoint the same Committee Member to be the ex-officio member of more than 1 subcommittee.

### **39. CONFLICT OF INTEREST**

- 39.1 A Committee Member who has a material personal interest in a matter being considered at a Committee Meeting must disclose the Committee Member's position and the nature and extent of that interest to the Committee.
- 39.2 The Committee Member must not:
  - (a) be present while the matter is being considered at the meeting; and
  - (b) vote on the matter.
- 39.3 This Rule 39 does not apply to a material personal interest that:
  - (a) exists only because the member belongs to a class of persons for whose benefit the Club is established; or
  - (b) the member has in common with all, or a substantial proportion of, the Members of the Club.
- 39.4 The Committee must keep a conflict of interest register.
- 39.5 The conflict of interest register must record the following:
  - (a) the name and position of the Committee Member who has disclosed a material personal interest;
  - (b) a description of the nature and extent of that interest; and
  - (c) a management plan documenting actions required to mitigate the conflict.

### **40. LEAVE OF ABSENCE**

- 40.1 The Committee may grant a Committee Member leave of absence from Committee Meetings for a period exceeding 3 months.
- 40.2 The Committee must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Committee Member to seek the leave in advance.

### **41. INDEMNITY**

- 41.1 No Office Holders will be liable to the Club for any loss or expense not applicable to their own dishonesty or to the wilful commission by them of an act known by them to be a breach of trust or breach of duty.

- 41.2 To the extent allowed by the Law, each Office Holder will be indemnified by the Club from and against any liability, loss or damage caused or incurred by the Office Holder by reason of the bona fide exercise by the Office Holder of any of the duties, powers or privileges conferred or imposed on the Office Holder by these Rules or any amendment thereof.

#### **42. APPLICATION OF PROFIT**

- 42.1 The Club is a non-proprietary, non-profit Club.
- 42.2 The assets and income of the Club must be applied solely to the promotion of the purposes set out in Rule 4 and no portion shall be distributed directly or indirectly to Members.
- 42.3 No Committee Member, Member, employee or agent of the Club may receive any payment of any amount by way of commission or allowance from the Club's receipts for the supply of liquor.
- 42.4 Rule 42.2 and 42.3 do not prevent the Club from paying a Member:
- (a) reimbursement for expenses properly incurred by the Member; or
  - (b) for goods or services provided by the Member,
- if this is done in good faith on terms no more favourable than if the Member was not a member.

#### **43. SUPPLY OF LIQUOR**

The Club must supply liquor only in strict compliance with all legal requirements regarding the supply of liquor under the Liquor Act.

#### **44. VISITORS TO THE CLUB**

- 44.1 Members will be entitled to introduce visitors to the Club premises as guests of the Members.
- 44.2 A visitor must not be supplied with liquor in the Club premises unless the visitor is:
- (a) a guest in the company of a Member; or
  - (b) an Authorised Gaming Visitor.
- 44.3 Authorised Gaming Visitors must:
- (a) produce evidence of their residential address before being admitted to the licensed premises of the Club;
  - (b) carry identification at all times whilst on the licensed premises of the Club; and
  - (c) comply with all relevant Rules and by-laws of the Club whilst on the licensed premises of the Club.

#### **45. VISITORS' REGISTER**

The Club must maintain a visitors' register recording the name of each visitor to the Club, the date of admission and whether the visitor was:

- (a) introduced as a guest of a Member – in which case the register must record the name of the guest and the name of the introducing Member; or
- (b) an Authorised Gaming Visitor – in which case the register must record the residential address of the visitor.

#### **46. ALTERATION OF RULES AND STATEMENT OF PURPOSES**

No alteration or addition to these Rules and statement of purposes will be made except by means of a special resolution at a General Meeting where:

- (a) at least 21 days notice of the intention to propose the resolution has been delivered to all Voting Members; and
- (b) the resolution is passed by at least 75% of the Voting Members present who cast a vote.

#### **47. NOTICES**

- 47.1 Unless otherwise provided in these Rules, a notice may be served by or on behalf of the Club upon any Member either personally or by sending it by email or post to the Member at their address shown in the Register of Members.
- 47.2 Where a document is properly addressed and sent to a person, the document will, unless the contrary is proved, be deemed to have been given to the person at the time at which the document would have been delivered in the ordinary course of events for that type of delivery.

#### **48. WINDING UP OR CANCELLATION**

- 48.1 The Members at a General Meeting may, by Special Resolution, resolve to dissolve the Club.
- 48.2 Such Special Resolution will have no effect unless:
  - (a) the resolution is confirmed at a Special General Meeting held not less than 1 month after the meeting referred to in Rule 48.1;
  - (b) not less than 50% of the Voting Members are present in person or by proxy and voting at the Special General Meeting; and
  - (c) not less than 75% of those present and voting at the Special General Meeting vote in favour of the resolution.
- 48.3 If the conditions set out in Rule 48.2 are met, the Committee must proceed to realise the property of the Club and after the discharge of all liabilities must transfer the amount that remains to any organisation that is carried on for a similar purpose, which is not carried on for the profit or gain of its individual members, such organisation to be specified by the majority of Members at the General Meeting referred to in Rule 48.2(a).

#### **49. CUSTODY, RETURN AND INSPECTION OF BOOKS AND RECORDS**

- 49.1 Except as otherwise provided in these Rules, the Manager must keep in their custody or under their control, all books, documents and securities of the Club.
- 49.2 Members may on written request to the Committee inspect free of charge and, for a reasonable fee, make a copy of:
  - (a) the Register of Members;
  - (b) the minutes of General Meetings; and
  - (c) subject to Rule 49.4, the financial records, books, securities and minutes of Committee Meetings.
- 49.3 The Committee must on request and free of charge make copies of these Rules available to Members and applicants for membership.
- 49.4 The Committee may refuse to permit a Member to inspect and/or to copy the Club's records that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the Club's interests or not related to the good conduct of the Club.

#### **50. COMMON SEAL**

The Club does not have a common seal.

## Signing Page

Executed as a Deed:

**EXECUTED** for and on behalf of **WONTHAGGI  
GOLF CLUB INCORPORATED**  
(ABN 99 312 550 590) in accordance with  
Section 38(1) of the *Associations  
Incorporations Reform Act 2012*:



Signature of Committee Member

ROBERT GEUER

Name of Committee Member



Signature of Committee Member

Christine Hamilton

Name of Committee Member

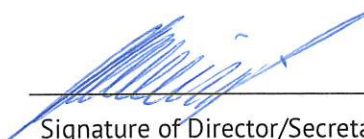
**EXECUTED** for and on behalf of **THE  
WONTHAGGI CLUB (ACN 004 154 045)** in  
accordance with Section 127(1) of the  
*Corporations Act 2001*:



Signature of Director

JASON SARTORI

Name of Director



Signature of Director/Secretary

STEPHEN SAMONE

Name of Director/Secretary