

CONSTITUTION

Broadford Golf Club Inc.

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**Constitution
of
Broadford Golf Club
Inc.**

1. NAME OF COMPANY

The name of the company is the Broadford Golf Club Inc. ("BGC").

2. OBJECTS OF COMPANY

The Broadford Golf Club is a regional golf club Inc. organisation. The Prospects and Commercial interests for which it is established and maintained are to:

- (a) Act as a single uniform entity through and by which Golf at the Broadford Golf Club can be conducted, promoted and administered;
- (b) Provide for the encouragement, conduct, promotion, education, control and administration of the Broadford Golf Club.
- (c) Foster the promotion and development of the game of Golf and preserve its traditions;
- (d) Use, license and protect its Intellectual Property;
- (e) Strive for and maintain governmental, commercial and public recognition as the authority for Broadford Golf Club.
- (f) Pursue through itself or others, such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the Prospects and Commercial interests of Broadford Golf Club.
- (g) Ensure that environmental considerations are taken into account in all Golf and related activities conducted.
- (h) Act as final arbiter on all matters pertaining to the conduct of the Broadford Golf Club, including disciplinary matters;
- (i) Represent the interests of its Members and of Golf generally in any appropriate forum;
- (j) Have regard to the public interest in its operations;
- (k) Encourage and promote performance-enhancing drug free competition;
- (l) Seek and obtain improved facilities for the enjoyment of Golf; and
- (m) Undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of the Broadford Golf Club.

3. POWERS OF COMPANY – the Broadford Golf Club.

Solely for furthering the Prospects and Commercial interests that the Golf Club has the legal capacity and powers set out under section 124 of the Act.¹

4. APPLICATION OF INCOME

- (a) The income and property of the Broadford Golf Club shall be applied solely towards the promotion of the Golf Club.
- (b) Except as prescribed in this Constitution no remuneration or other benefit shall be paid or given by the Golf Club to any Member
- (c) Nothing contained in Rule 4(b) shall prevent payment in good faith of or to any Member:
 - (i) for any services actually rendered to the Golf Club whether as an employee or otherwise;
 - (ii) for goods supplied to the Broadford Golf Club in the ordinary and usual course of business;
 - (iii) of interest on money borrowed from any Member;

¹Section 124 states in part "A company has the legal capacity and powers of an individual both in and outside this jurisdiction. A company also has all the powers of a body corporate, including the power to:"

- (iv) Of rent for premises demised or let by any Member to the Broadford Golf Club.
- (v) For any out-of-pocket expenses incurred by the Member on behalf of the Broadford Golf Club.

Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5. LIABILITY OF MEMBERS

- (a) The liability of the Members of the Broadford Golf Club is limited.
- (b) No Member shall be required to contribute towards the payment of any liabilities of the Broadford Golf Club (whether on dissolution or otherwise) beyond meeting the obligations to pay the Members' fees, levies or subscriptions laid down by this Constitution and any other specific liabilities to the Broadford Golf Club relating to that Member arising in the normal way.

6. DISSOLUTION

- (a) The Broadford Golf Club may be wound up in accordance with the provisions of the Act.
- (b) If upon winding up or dissolution of the Broadford Golf Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Broadford Golf Club but shall be given or transferred to a body or bodies having purposes similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Broadford Golf Club by this Constitution, such body or bodies to be determined by the Members of the Broadford Golf Club at or before the time of dissolution, and in default thereof by such judge of a Supreme Court as may have or acquire jurisdiction in the matter.

7. INTERPRETATION

7.1 Definitions

In this Constitution, unless the contrary intention appears, these words shall have the following meanings:

"Act" means the Corporations Act 2001.

"Appointed Committee Member" means a person, not necessarily being a Club Member, appointed under **Rule 20.1** "

"Committee" means the Committee of the Broadford Golf Club.

"Policy & Procedure/s" mean any Policy and or Procedure made by the Board under **Rule 27**.

"The President" means the chair for the time being of the "Broadford Golf Club", also Known as ("BGC") appointed in accordance with **Rule 20.2**

“The **Captain**” means the Captain of the “Broadford Golf Club”.

“**Club**” means an organisation or group of persons affiliated whether directly or just a Member must operate under Policies and Procedures or rules to supervise golf activities and maintain the integrity of the rules of golf and the handicapping system.

“**Club Member**” means a person who is a member of a Club and who is entitled to play Golf on the Club’s course, however limited that entitlement might be.

“**Constitution**” means this Constitution of the Broadford Golf Club.

“**Committee Member**” means a member of the Committee appointed in accordance with this Constitution including an Appointed Committee Member.

“**Event**” means and includes:

- (a) any championship organized or conducted by the Broadford Golf Club;
- (b) any championship, competition, series or game sponsored by or conducted by or on behalf of the Broadford Golf Club; or

“**Financial Year**” means the year commencing 1 January and ending 31 December in any year.

“**General Meeting**” means the Annual General Meeting or any General Meeting of the Broadford Golf Club.

“**Golf**” means the game of Golf as defined in the Rules of Golf and the Rules of Amateur Status as approved by the “R&A”.

“**Intellectual Property**” means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (all whether registered or not) relating to the Broadford Golf Club or any event, competition or activity of or conducted, promoted or administered by the Broadford Golf Club.

“**Life Member**” means an individual upon whom Life Membership of the Broadford Golf Club has been conferred under **Rule 8.3**.

“**Member for Life**” means an individual upon whom has paid a nominal fee (Lump Sum) that aided the club pre 2004.

“**Member(s)**” means Member(s) of the Broadford Golf Club / (“BGC”) as set out in **Rule 8.1**.

7.2 Interpretation

In this Constitution:

- (a) A reference to a function includes a reference to a power, authority and duty;
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) Words importing the singular include the plural and vice versa;
- (d) Words importing any gender include all other genders;
- (e) References to persons include corporations, natural persons, corporations and any other legal or commercial entity or undertaking;
- (f) References to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (h) A reference to "writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail;
- (i) Headings are for ease of reference only and do not affect interpretation;
- (j) This Constitution is to be interpreted subject to the Act; and
- (k) A reference to a Rule is a reference to a Rule of this Constitution.

7.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the provision or phrase cannot be read down it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

7.4 Expressions in the Act

Except where the contrary intention appears in this Constitution, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.

7.5 Legal obligations of Constitution

The Broadford Golf Club and the Golf Club Members agree:

- (a) That they are bound by this Constitution and the By-Laws and that this Constitution and any Policies and or Procedures operate to create uniformity in the way in which Golf is to be conducted, encouraged, promoted and administered by the Broadford Golf Club.
- (b) To act in good faith and loyalty to each other to ensure the maintenance and enhancement of Golf, its standards, quality and reputation for the collective and mutual benefit of the Members.
- (c) Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Broadford Golf Club.

8. CATEGORIES OF MEMBERS

8.1 Categories of Members

The Members of the "Broadford Golf Club" shall consist of:

- (a) Members;
- (b) Life Members;
- (c) Members for Life; An individual who paid a one off lump sum fee to help the clubs financial status. (2004 Pre Trust Establishment)
- (d) Other Members; and such new categories of Members, created under **Rule 8.2**.

8.2 New Members and creation of new categories of Membership

- (a) The "Broadford Golf Club" Committee has the right and power from time to time to create new categories of Membership with such rights, privileges and obligations as are determined applicable by the Committee.
- (b) The Committee has the right and power from time to time to admit additional Members under **Rules 8.1(a), (b) and (c)**.

8.3 Life Members

- (a) The Committee may recommend that any person who has rendered distinguished service to Golf or the Broadford Golf Club or whose service is deemed to have assisted the advancement of the "Broadford Golf Club" be nominated, and then elected to Life Membership.
- (b) A resolution of the Committee to confer Life Membership on the recommendation of the Committee after consideration of the nomination of the member must be a Special Resolution. The vote can either be taken by poll and or by a show of hands.

- (c) Upon Life Membership being conferred, the person's details shall be entered upon the register.
- (d) The conditions, obligations and privileges of Life Membership shall be as determined by the Committee from time to time.
- (e) There can only be 20 (active) 'Life Members' at any one time. This means golf competition playing members.

8.4 Subscriptions and fees

All matters relating to fees, including annual fees, payable by Members to the Broadford Golf Club, shall be determined by the Golf Club Committee.

9. REGISTER OF MEMBERS

9.1 Company Secretary to keep register

The Broadford Golf Club Secretary shall keep and maintain a register of all Members and Associate Members and Life Members, in which shall be entered such information as is required under the Act from time to time.

9.2 Inspection of register

The register may be available for inspection (but not copying) by Members, upon reasonable written request to the committee. The committee then endorse and approve such a request. The Golf Club has 14 days to respond to this request.

10. DISCONTINUANCE AND SUSPENSION OF MEMBERSHIP

- (a) A Member may resign its membership at any time by giving 14 days notice in writing to the Broadford Golf Club.
- (b) If a Member fails to pay any fees owed to the Broadford Golf Club by the due date for payment, the Broadford Golf Club Committee may suspend, or impose sanctions to that Member's membership.
- (c) If the fees are not paid in full, after one month from the due date for payment, the Broadford Golf Club Committee, and or (3) members of the executive, will convene a 'Special Meeting' to consider whether the Member should be expelled from membership.
- (d) If the Broadford Golf Club Captain and or Committee determines that a Member has shown, displayed behaviours that are deemed to be not in best interests, and or demonstrated unacceptable behaviours or attitude by the Captain, and or Committee member/s, or made directly or indirectly towards any Committee member or Club Official then Disciplinary action can be taken.
- (e) Provisional suspension is for a set period of 10 days, to allow time for a preliminary investigation, or collection of information to provide the committee in review the circumstances that were leading to the provisional suspension, and or considering further action against a member, or members.

11. DISCIPLINE

- 11.1 All Members will be subject to and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Broadford Golf Club set out in this Constitution and its Policies and or Procedures.
- 11.2 Where the Broadford Golf Club Captain, and or a Committee member and or any of its members, considers that a member or Official has allegedly:
- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Broadford Golf Club, any policy or any resolution or determination of the committee; or
 - (b) Acted in a manner unbecoming a member or Official or prejudicial to the Objects and interests of the Broadford Golf Club; or
 - (c) Failed to and or acted in a manner not in line with the expectations of the Broadford Golf Club Constitution.
 - (d) Brought the Broadford Golf Club, and or a Golf competition into disrepute;

The Broadford Golf Club Captain, and or Committee may commence or cause to be commenced investigatory or disciplinary proceedings against that member/s or Official/s, in accordance with this Constitution and or its Policies and or Procedures.

The member/s involved will be notified of such action, and given instruction/s at this time. This notification may be verbal, and or in writing. The member **MUST** follow this instruction, and adhere to any direction given by the Captain, and or committee member.

12. THE COMMITTEE

12.1 Role of the COMMITTEE

The Committee shall:

- (a) Elect Members to the Committee;
- (b) Be Fully paid up Members of the Broadford Golf Club;
- (c) Review and approve the accounts prepared by the Committee;
- (d) Appoint the auditor;
- (e) Consider amendments to this Constitution; and
- (f) Admit or approve, new Members under **Rule 8.2(b)** or create a new category of Member under **Rule 8.2(a)**.

12.2 Composition of the Committee

The Committee shall comprise:

- (a) Broadford Golf Club Member Delegates; and
- (b) The President, Vice President, Jnr Vice President, Treasurer, Secretary, is known as the Committee Executive, Committee Members, and the Captain who shall be entitled to attend and participate in the debate of any business.

The Broadford Golf Club Members will have the following voting entitlements at Annual General Meetings: *Members must have current membership to be eligible to vote at an AGM.

Original Member	Votes
Current Member	1

13. MEMBERS

13.1 Role of Members

Only Members shall have full power to consider and vote on resolutions at Broadford Golf Club Annual General Meetings.

13.2 Original Member to advise of appointment

Committee Members shall advise the Club Secretary their appointed as a Member, including name, address, within 14 days of appointment.

13.3 Term

Each Committee Member shall hold the appointment for a term of one year commencing from the date of appointment. A Member Delegate may be reappointed.

14. GENERAL MEETINGS

14.1 General Meetings

General Meetings comprise:

- (a) the Annual General Meeting of the Company; and
- (b) all General Meetings other than the Annual General Meeting.

14.2 Convening General Meetings

- (a) Any two Committee Members may call a General Meeting.
- (b) The Committee Members shall call a General Meeting if requested by the members in accordance with the Act.²
- (c) An Annual General Meeting shall be held at least once in each calendar year.

² See sections 249D-249F *Corporation Act*

14.3 Notice of General Meeting

Subject to the provisions of the Act relating to shorter notice, at least 21 days written notice (not including the day on which the notice is served or deemed to be served, but including the day of the General Meeting for which notice is given) must be given of any General Meeting.

The notice must be given to all Original Members, Committee Members and the auditor, and must:

- i. set out the place, date and time for the General Meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
- ii. state the general nature of the General Meeting's business; and
- iii. if a special resolution is to be proposed at the General Meeting, set out an intention to propose the special resolution and state the resolution.

The notice may be given by any of the means provided by this Constitution or the Act.

14.4 Place of meeting

The Broadford Golf Club may hold a General Meeting at two or more venues using any technology that gives the Members who are entitled to attend the meeting a reasonable opportunity to participate.

15. RESOLUTIONS WITHOUT MEETINGS

Subject to the requirements of the Act:

- (a) The Company may pass a resolution without a General Meeting being held if all Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document;
- (b) Separate copies of the document may be used for signing by Members entitled to vote if the wording of the resolution statement is identical on each copy; and
- (c) The resolution is passed when the last Member entitled to vote signs.

16. PROCEEDINGS AT COMMITTEE & ANNUAL GENERAL MEETINGS

16.1 Quorum

- (a) The quorum for a Committee Meeting is (4) Committee Members entitled to be present and vote. The quorum must be present at all times during the meeting.
- (b) The quorum for an Annual General Meeting is (5) Committee Members. The quorum must be present, either in person, on a phone, or via video conferencing technologies, at all times during the meeting.

- (c) No business may be transacted at any Committee or Annual General Meeting, except the adjournment of the meeting.
- (d) A quorum of Members is considered to be (25) members - (in person at the meeting) who are entitled to vote when the Annual General Meeting proceeds to business.

16.2 Alternate Members in quorum

In determining whether a quorum is present individuals attending as Alternate Members are counted.

16.3 Adjournment for lack of quorum

If an Annual General Meeting does not have a quorum present within thirty minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place specified by the Chair of the General Meeting. If the Chair of the Annual General Meeting does not specify one or more of these things, then the meeting is adjourned to:

- (a) If the date is not specified – the same day in the next week; and
- (b) If the time is not specified – the same time; and
- (c) If the place is not specified – the same place.

16.4 Lack of quorum at adjourned meeting

If no quorum is present at the resumed meeting within thirty minutes after the time for the General Meeting, then:

- (a) If the meeting was called by the Members, the meeting is dissolved;
- (b) In all other cases, the Members entitled to vote and who are present shall constitute a quorum.

16.5 Chair of General Meeting

The Vice or Jnr President or Captain shall act as chair at an Annual General Meeting of the Broadford Golf Club Inc. If:

- (a) The President is not present within 15 minutes after the time appointed for the holding of the meeting; or
- (b) The President is unwilling to act; then
- (c) The President is up for re-election.

The Committee Members present may appoint one of their number to be chair of the Annual General Meeting.

16.6 Adjournment generally

- (a) At an Annual General Meeting at which a quorum is present, the Chair of the meeting may, with the consent of the meeting (and will if so directed by the meeting), adjourn the meeting to another time and, if the Chair of the meeting thinks fit, to another place.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

16.7 Conduct of Annual General Meetings

Any question arising at an Annual General Meeting relating to the order of business, procedure or conduct of the meeting must be referred to the Chair of the meeting for determination and whose decision is final.

16.8 Voting at an Annual General Meeting

- (a) All votes must be given personally or by 'verified' proxy, notice, provided via email or letter with clear identification of the member, dated and 'verified' signature.
- (b) Subject to Rule 16.8(c) only Members are entitled to vote at General Meetings and only through their respective Members each of whom shall have one vote.
- (c) A Member is not entitled to vote at an Annual General Meeting unless all monies due and payable by the Member to the Broadford Golf Club have been paid prior to the Annual General Meeting.

16.9 Putting of resolutions

- (a) Except in the case of any resolution which as a matter of law requires a Special Resolution, questions arising at an Annual General Meeting are to be decided by a majority of votes cast by the Members present at the Annual General Meeting
- (b) A resolution put to the vote at an Annual General Meeting of Members must be decided on a show of hands unless a poll is demanded.

16.10 Result on show of hands

On a show of hands, a declaration by the Chair of the meeting and entry in the minute book of the Broadford Golf Club is conclusive evidence of the result.

Neither the Chair of the meeting nor the minutes need state the number of the votes recorded in favour or against the resolution.

16.11 Demand for poll

- (a) A poll may be demanded on any resolution other than for the adjournment of a meeting.
- (b) If a poll is demanded on a matter:
 - (i) it must be taken when and in the manner the Chair of the meeting directs;
 - (ii) any other business of the meeting can be transacted before the poll demanded is carried out; and
 - (iii) if directed by the Chair of the meeting, there may be an interval or adjournment prior to the poll.
- (c) A poll may be demanded by Members or the Chair of the meeting.
- (d) A poll may be demanded before a vote is taken or immediately after the voting results on a show of hands are declared.
- (e) A demand for a poll may be withdrawn.

16.12 Disallowance of vote

A challenge to a right to vote at an Annual General Meeting:

- (a) May only be made at the meeting; and
- (b) Must be determined by the Chair of the meeting, whose decision is final.

16.13 Proxies

A Members is entitled to appoint any of its Member Delegate(s) as a proxy by notice given to the Club Secretary no later than 24 (48) hours before the time of the meeting in respect of which the proxy is appointed.

17. MEMBER DELEGATES AT ANNUAL GENERAL MEETINGS

17.1 Members

Subject to this Constitution, each Broadford Golf Club Member entitled to vote at a General Meeting shall vote by its Member Delegates or Alternate Member Delegates or its proxy.

17.2 Authority of Member Delegate

An appointment of a Member Delegate, Alternate Member Delegate or proxy will be taken to confer authority on that person.

-
- (a) To agree to an Annual General Meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - (b) To speak on any proposed resolution on which the person may vote;
 - (c) To demand or join in demanding a poll on any resolution on which the person may vote;
 - (d) Even though an instrument appointing the person may refer to specific resolutions and may direct the person how to vote on those resolutions:
 - (e) To vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (i) To vote on any procedural motion;
 - (ii) To act generally at the meeting; and
 - (f) Even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.

18. ROLE OF THE COMMITTEE

The business of the Broadford Golf Club also known as ("BGC") is to be managed by or under the direction of the Broadford Golf Club Committee.

19. POWERS OF THE COMMITTEE

- 19.1 The Committee Members may exercise all powers of the Broadford Golf Club except any powers that under the Act or this Constitution (if any) are required to be exercised in Annual General Meeting, and or any other meeting of the Golf Club Committee.
- 19.2 The Committee members shall be entitled to attend all meetings of the Committee.

20. COMPOSITION OF THE COMMITTEE

20.1 Committee composition

The Committee shall comprise the following Positions:

- (a) Up to ten Members (at least two of whom must be female and two of whom must be male) who shall be elected in accordance with Rule 21 and who must be Club Members; and
- (b) Up to five Appointed Members who may be appointed by the Committee.

20.2 President

- (a) The Members must appoint a President from amongst the Members annually – This is usually the Golf Club President.

- (b) Subject to **Rule 16.5**, the Chair shall be entitled to:
 - (i) Chair all meetings of the Committee; and
 - (ii) Attend and chair all meetings of the Broadford Golf Club but shall have no voting rights at any Annual General Meeting.

20.3 Vice President

The Members may appoint a Vice President from amongst the members annually.

20.4 Treasurer

The Treasurer shall be appointed by the Committee.

The Treasurer shall administer and manage the Broadford Golf Club finances in accordance with this Constitution and the direction of the Committee Executive.

The Treasurer shall:

- (a) As far as practicable, attend all Committee meetings and General Meetings;
- (b) Receive all moneys belonging to the funds of the club.
- (c) Keep accurate records of accounts and books showing the financial affairs of the club.
- (d) Pay all accounts.
- (e) Prepare and submit a statement of the financial position of the club at each and every committee meeting.
- (f) Prepare and submit a statement of account and balance sheet showing the transactions of the club at the Annual General Meeting of the members each year.
- (g) Participate in the administration of the Broadford Golf Club Trust as an ex-officio Trustee.
- (h) **The Broadford Golf Club Trust;**
 - (i) The Trustees shall administer the Broadford Golf Club Trust in accordance with the Broadford Golf Club Trust Deed as approved, and re-affirmed, in the Annual General Meeting. All Trustees shall be ex-officio members of the club committee, and one trustee shall attend each committee meeting as called to do so by the committee.
 - (ii) The President and Treasurer shall be ex-officio members of the Trust.

20.5 Secretary

The Secretary shall be appointed by the Committee.

The Secretary shall administer and manage the Broadford Golf Club in accordance with this Constitution and the direction of the Committee Executive and Golf Club Captain.

The Secretary shall:

- (a) As far as practicable, attend all Committee meetings and General Meetings;
- (b) Prepare the notice of and agenda for all Committee meetings and all General Meetings;
- (c) Ensure that minutes of the proceedings of all meetings of the Committee are recorded and prepared; and
- (d) Regularly report to the Committee on the activities of, and issues relating to the Broadford Golf Club.

20.6 Captain

- (a) The Members must appoint a Captain from amongst the Members annually.
- (b) Shall be responsible for the running of the clubs golf competitions, its playing conditions, and control all play on the Club's course. The Match Committee may support the Captain fulfil these responsibilities.
- (c) Shall adjudicate in all matters respecting play on the Club's course where urgent decisions are required.
- (d) Shall adjudicate on all matters respecting the attire of players on the Club's course.
- (e) Shall be generally the Club's official representative in all matters respecting golf and golfing on the Club's course and when captaining Pennant Teams to Other Clubs.
- (f) Any dispute arising from the Captains authority should be referred to the Captain for resolution. If a further dispute exists then it can be referred in writing to the golf Club Secretary and signed by the person and or persons disputing the Captain's Authority. The Secretary shall refer the same to the general Committee whose decision shall be final and binding.
- (g) The Club Vice- Captain may also be called upon to support the Captain fulfil his / her duties as required, including acting as Captain in their absence.
- (h) The Match Committee is responsible in supporting the Captain & Vice-

Captain in the running of all club competitions.

20.7 Eligibility of Committee Members

- (a) The Committee will determine necessary experience and qualifications for eligibility of Appointed Members from time to time.
- (b) A Committee Member must not continue to be a member of the Committee or be an officer or an employee of an Affiliated Association, Statutory Governing body, Any Committee Member holding such position shall resign from that position within 48 hours of being appointed to the Broadford Golf Club Committee.

20.8 Portfolios

The Broadford Golf Club Committee may determine that the interests are best served by the allocation of portfolios to Committee Members.

The Captain shall be entitled to vary the titles and subcommittee Grounds, and Match Committee portfolios, each in accordance with the needs of the Broadford Golf Club daily operational needs.

20.9 Golf Events / Competitions

A New Member of the Broadford Golf Club must be a 'Full Financial' Member for 6 months before being eligible to enter and or win any of the following tournaments;

- Dolf Zwar – (Handicap Match Play)
 - 16 or 32 players are drawn to play each other after a qualifying round with each players full handicap applied.
- Club Championships
 - 3 Rounds of stroke play in consecutive weeks.
 - Champions for the following – Stroke, Handicap, A Grade, B Grade, C Grade and Veterans.
- Medallist of Medallists.
 - The 12 monthly medal winners play off in December of each year for the 'Medallist of Medallists'

At the time of commencement of any of these events, Members MUST be fully financial to be eligible to enter or play in any of the above foresaid events.

21. ELECTION OF COMMITTEE MEMBERS

21.1 Election of Committee Members

Committee Members will be elected in accordance with **Rules 21.1 to 21.5**. The Broadford Golf Club Secretary will call for nominations for persons to be considered for election as Committee members 30 days prior to that Annual General Meeting. Nominations must be received by the Broadford Golf Club Secretary 7 days before that Annual General Meeting.

21.2 Nominations

- (a) Nominations must be:
 - (i) In writing;

- (ii) On the prescribed form (if any) provided for that purpose;
- (iii) Signed by a nominator who must be a Club Member and must state the name of the nominee's Club and be endorsed by an Authorised Representative of either the nominee's Club or of the nominee's Member or Associate Member (as the case may be). "Authorised Representative" in this paragraph means an office bearer who is expressly authorised by the relevant entity to so endorse; and
- (iv) Certified by the nominee expressing a willingness to accept the position as a Committee Member.
- (v) If insufficient nominations are received, the Broadford Golf Club Committee must nominate a sufficient number of candidates.
- (vi) If the number of candidates nominated for election as Committee Members does not exceed the number of vacancies, the candidates nominated must at the Annual General Meeting be declared elected.
- (vii) If the number of candidates nominated exceeds the number required to be elected a ballot must be taken under this Rule.

21.3 Election procedure

If a ballot for the election of Committee Members is necessary, it shall be taken as follows:

- (a) The Committee must fix a time not less than fourteen days before the date of the Annual General Meeting for the opening of the ballot which shall remain open until 5.00 p.m.(Eastern Standard Time) on the day two days before the date of the Annual General Meeting;
- (b) The Committee must appoint a returning officer ("Returning Officer") to the company's premises to receive ballot papers on the opening of the ballot;
- (c) A ballot paper showing the names in alphabetical order of the candidates nominated for each vacancy in respect of which an election is necessary must be prepared by the Club Secretary and or the Returning Officer together with notices setting out the qualifications and experience of each candidate and the time and date when voting closes;
 - (i) Each Member is entitled to vote by its Member Delegate and to receive a ballot paper from the Company;
 - (ii) The ballot paper and notices must be dispatched by the Company in accordance with this Constitution;
 - (iii) If a ballot paper is lost or not received by a Member, that Original Member may orally or in writing request the Returning Officer to issue a replacement ballot paper.
 - (iv) Each Member voting must vote on the ballot paper by placing a

mark against the name of each candidate for whom the Member wishes to vote. The Member must vote for the full number of candidates required to be elected, otherwise the vote must not be counted;

- (v) The ballot paper must be placed in an envelope marked "Ballot Paper" and sealed. The envelope must then be deposited in the ballot box on the Broadford Golf Club's premises or posted to the Secretary or the Returning Officer. Envelopes received by the Club Secretary and or the Returning Officer must be placed immediately in the ballot box;
- (vi) Votes must be received before the time and date when voting closes failing which the vote will not be counted;
- (vii) Immediately after the closing time of the ballot, the Secretary and or Returning Officer must remove the ballot box to a safe place. The ballot box must be opened in the presence of at least two independent scrutineers appointed by the Board and the votes counted;
- (viii) The Secretary and or Returning Officer must report in writing the result of the ballot to the Chair of the Annual General Meeting who must announce the result and declare elected those candidates obtaining the most votes; and
- (ix) In the case of an equality of votes for any position the Chair of the meeting shall at the Annual General Meeting conduct a preferential secret ballot on papers prepared by the Secretary and or Returning Officer at the Annual General Meeting. If there is still an equality of votes, the result shall be determined by lot.

21.4 Term of appointment

- (a) Each Committee Member shall hold office for a term of a maximum of 12 months, but is eligible for re-election.
- (b) The terms of office of Committee members shall rotate in accordance with the terms determined under Rule **21.5**.

21.5 Rotational terms

Subject to the provisions in this Constitution and the Act relating to the earlier retirement or removal of a Committee Members, Members elected under this clause shall hold office for a term of 12 Months from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the next Annual General Meeting thereafter.

22. REMUNERATION AND EXPENSES OF COMMITTEE MEMBERS

22.1 The Golf Club Committee may pay expenses incurred or to be incurred by Committee Members in performing their duties as officers of the Broadford Golf Club.

22.2 Subject to the provisions of the Act, the Committee Members may only

be remunerated for their services with the approval of the Golf Club Committee Executive.

23. INDEMNITY AND INSURANCE

23.1 Indemnity of officers

Every person who is or has been:

- (a) An Elected Committee Member;
- (b) A Captain, or
- (c) A Secretary,

Of the Broadford Golf Club is entitled to be indemnified out of the property of the Broadford Golf Club against:

- (i) Every liability incurred by the person in that capacity (except a liability for legal costs); and
- (ii) All legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

Unless

- (a) The Broadford Golf Club is forbidden by statute to indemnify the person against the liability or legal costs; or
- (b) An indemnity by the Broadford Golf Club and of the person against the liability or legal costs would, if given, be made void by statute.

23.2 Insurance

The Broadford Golf Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Committee member, Club Secretary or Captain against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) The Broadford Golf Club is forbidden by statute to pay or agree to pay the premium; or
- (b) The contract would, if the Broadford Golf Club paid the premium, be made void by statute.

24. VACANCIES OF COMMITTEE MEMBERS

24.1 Grounds for termination of Committee Member

In addition to the circumstances (if any) in which the office of a Committee Member becomes vacant by virtue of the Act, the office of a Committee Member becomes vacant if the Member:

- (a) Dies;
- (b) Becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- (c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) Resigns his/her office by providing notice in writing to Secretary of the Broadford Golf Club;
- (e) Is absent without the consent of the Committee from:
 - (i) meetings of the Committee held during a period of six months; or
 - (ii) three consecutive Committee meetings;
- (f) Is directly or indirectly interested in any contract or proposed contract with the Broadford Golf Club and fails to declare the nature of his/her interest;
- (g) Is removed from office under the Act;
- (h) Would otherwise be prohibited from being a Committee Member under the Act; or
- (i) In the opinion of Committee has acted in a manner unbecoming or prejudicial to the Objects and the interests of the Broadford Golf Club.

24.2 Casual vacancies

- (a) The Committee may at any time appoint a person to be a Committee to fill a casual vacancy.
- (b) A casual vacancy may be filled:
 - (i) In the case of an Elected Committee Member, by the Committee as a casual vacancy;
 - (ii) In the case of an Appointed Member, by the Members in accordance with **Rule 20.1(b)**.
- (c) An Elected Committee Member appointed under this clause:
 - (i) Must have their position as Elected Member confirmed by resolution at the next general meeting of the Broadford Golf Club; and
 - (ii) If so confirmed, holds office until the end of the term of the

Elected Committee Member in whose place they were appointed.

- (iii) If not so confirmed shall no longer be a member of the Committee from the date of the relevant general meeting.
- (d) Service as an Elected Committee Member under this **Rule 24.2** is a full term of office for the purposes of **Rules 21.4** and **21.5**.

24.3 Remaining Committee Members may act

If there is a casual vacancy in the office of a Committee Member, the remaining Members may act but, if the number of remaining Committee Members is not sufficient to constitute a quorum at a Committee meeting, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute such a quorum.

25. MEETINGS OF THE COMMITTEE

25.1 Committee to meet

The Committee shall meet as required, but no less than six times in every calendar year, for the dispatch of business and may adjourn and, subject to this Constitution, otherwise regulate, its meetings as it thinks fit. The Chair or three Committee Members may at any time requisition the Secretary to convene a meeting of the Golf Club Committee within a reasonable time. The Secretary shall comply with such requisition.

25.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes of Committee members present and entitled to vote. All Committee Members shall have one deliberative vote, on any question.

25.3 Resolutions not in meeting

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Committee Members shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate their meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee Members is not present at the meeting, provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

25.4 Conflict of interest

A Committee Member shall declare his/her interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) other financial matter;

In which a conflict of interest arises or may arise and shall, unless otherwise determined by the Committee, absent himself or herself from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of any uncertainty as to whether it is necessary for a Committee Members to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

25.5 Chair of meetings

- (a) The Chair shall chair meetings of the Broadford Golf Club Committee.
- (b) The Committee Members must elect a Committee Members present at the meeting to chair a meeting, or part of it, if the Chair is not available for holding the meeting or declines to act for the meeting or the part of the meeting.

25.6 Committees

- (a) Subject to Rule 27.9(c) the Committee Members may by instrument in writing create, establish or appoint committees consisting of such persons as the Committee Members think fit.
- (b) A committee created under Rule 25.9(a) must:
 - (i) Comply with the terms of the instrument of delegation in exercising the powers delegated by the Committee Members; and
 - (ii) Exercise the powers delegated to it in accordance with any directions of the Committee Members.
- (c) The Committee in establishing such committees must not delegate a function imposed on the Committee by the Act or any other law, or this Constitution, or by resolution of the Committee in Committee Meeting.

25.7 Conduct of committee meetings

- (a) A committee created under Rule 25.9 may elect a person to chair its meetings unless otherwise directed by the Committee Members. If no such person is elected, or if at any meeting the committee chair is not present within 15 minutes after the time appointed for holding the meeting, the committee members present at the meeting may elect one of their number to chair the meeting.
- (b) A committee created under Rule 25.9 may meet and adjourn as it thinks proper.

25.8 Votes at committee meetings

A resolution of the Committee Members must be passed by a majority of votes of the Committee Members entitled to vote on the resolution.

25.9 Delegation to individual Committee Members

- (a) The Committee Members may delegate any of its powers to one or more Committee Members.
- (b) A Committee Member to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Committee.

25.10 Validity of Committee Members acts

An act done by

- (a) a person acting as a Committee Member; or,
- (b) by a meeting of Committee Members; or,
- (c) a committee attended by a person acting as Committee Members is not invalidated by reason only of:
 - (i) A defect in the appointment of the person as a Committee Members;
 - (ii) The person being disqualified to be a Committee Members or having vacated office; or

26. POLICIES & PROCEDURES

26.1 Committee to formulate and endorse Policies & Procedures.

- (a) The Committee may formulate, approve, issue, adopt, interpret and amend such Policies and or Procedures for the proper advancement, management and administration of the Broadford Golf Club, the advancement of the Golf Club, as it thinks necessary and or desirable.
- (b) Such By-Laws must be consistent with this Constitution and any policy directives of the Committee.

26.2 Policies are binding

All Policies made under this Rule shall be binding on the Broadford Golf Club and Members.

26.3 Notices binding on Members

Amendments, alterations, interpretations or other changes to this Constitution, and or associated Policies and or Procedures shall be advised to all Members.

27. RECORDS AND ACCOUNTS

27.1 Secretary to keep records

The Broadford Golf Club Secretary shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Committee and shall produce these as appropriate at each Committee meeting or Annual General Meeting.

27.2 Records kept in accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. All books, documents and securities of the Broadford Golf Club shall be kept in the care and control of the Secretary.

27.3 Company to retain records

The Broadford Golf Club shall retain such records for not less than seven years after the completion of the transactions or operations to which they relate.

27.4 Board to submit accounts

The Committee shall submit to the Annual General Meeting the accounts of the Broadford Golf Club in accordance with this Constitution and the Act.

27.5 Accounts conclusive

The accounts when approved or adopted by the Annual General Meeting shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

27.6 Documents to be sent

The Secretary provide access to, and, or, shall cause to be sent notice of Annual General Meetings of the Broadford Golf Club in accordance with this Constitution. Documents including, a copy of the Broadford Golf Club's accounts, the Presidents report, Captain's report, the auditor's report may be sent, and or made available at the club to all members. These documents, may be displayed for all to read, and or access, on our club noticeboard. Also any other document required under the Act (if any).

27.7 Negotiable instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Broadford Golf Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two authorised Committee Members or in such other manner and by such persons as the Committee will determine.

28. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Committee and the remuneration of such auditor or auditors fixed by the Broadford Golf Club. The auditor's duties shall be regulated in accordance with the Act.
- (b) The accounts of the Broadford Golf Club, including the profit and loss accounts and balance sheets shall be examined by the auditor or auditors at least once in every year.

29. NOTICES

29.1 Manner of notice

- (a) Notices may be given by the Broadford Golf Club to any Member and Committee Member by any means provided for by the Act including but not only serving it on the person or by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the person's registered address or facsimile number or electronic mail address of the person as notified. Unless prohibited by the Act notices may also be given by being posted on the Broadford Golf Club's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected two business days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

30. SEAL

30.1 Execution without common seal

The Broadford Golf Club may execute a document without using a common seal if the document is signed by:

- (a) Two Committee Members;
- (b) A Committee Member and an Executive Committee Member
- (c) Except for deeds, a Committee Member nominated for that purpose by the Committee.

30.2 Committee Members interests

A Committee Member may not sign a document if the Member is interested in the contract or arrangement to which the document relates.

30.3 Access to records

- (a) Subject to the Act the Committee Members will from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Broadford Golf Club or any of them will be open to the inspection of Members.
- (b) No Member has any right to inspect any accounting or other records of the Broadford Golf Club except as conferred by statute or as authorised by at least 2 of the Committee Executive and or by a resolution passed at a General Meeting.

31. FUNDS

31.1 Funds

The funds of the Broadford Golf Club shall be derived from Members' fees, levies and subscriptions, donations, grants, sponsorship and such other sources as are determined by the Broadford Golf Club Committee.

31.2 Deposit and receipt of funds

All money received by the Broadford Golf Club shall be deposited as soon as practicable and without deduction to the credit of the Broadford Golf Club's bank account.

31.3 Management

The income and property of the Broadford Golf Club shall be applied solely towards the promotion of the Prospects and Commercial Interests of the Broadford Golf Club.

32. ALTERATION OF RULES

This Constitution shall not be altered except by Special Resolution.

33. APPROVAL and AUTHORISATION

We all declare that this document, 'the Constitution' of the Broadford Golf Club Inc. has been, reviewed, ratified and approved by the Broadford Golf Club committee members, on ~~22/4/2023~~ and accepted by the Golf Club committee to be presented to all Members of the Broadford Golf Club at the AGM set down for April 2023.

PRESIDENT

Name: MARTIN LEAHY

Signature: 

Date: 17/6/2023

VICE PRESIDENT

Name: GERARD HANSON

Signature: 

Date: 19/6/2023

SECRETARY

Name: 

Signature: 

Date: 17/6/2023

CAPTAIN

Name: ADAM MUMFORD

Signature: 

Date: 17/6/2023