**The Players Golf Club Inc**

**Constitution**

**(effective as from 1 February 2019)**

1. **Name**

The name of the Association is The Players Golf Club (Inc) trading as The Players Club hereinafter referred to as The Club.

1. **Objects**

The objects of The Club are to:

* 1. Promote the competitive enjoyment of golf by its members.
	2. Encourage the betterment of individual standards of play and dress.
	3. Encourage a greater understanding of the Rules of Golf, etiquette and the game in general.
	4. Ensure that the property and income of the Players Golf Club (Inc) shall be applied solely towards the promotion of its objects and purposes. No part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects and purposes.
1. **Powers**

For the purposes of achieving or furthering the objectives The Club has the power to:

* 1. Purchase sell, hold or rent real or personal property.
	2. Borrow, raise or secure the payment of money to secure the repayment of money or performance of any debt, liability, contract or guarantee incurred or entered into by the club.
	3. Enter into any arrangements with any local government authority of instrumentality.
	4. Employ, hire or engage contractors, clerks, secretaries or other persons.
	5. Accept donations whether real or personal estate and bequests.
	6. Invest the monies of The Club.
	7. Make gifts or donate prizes.
	8. Do all such things as are incidental or conducive to the objects of The Club.
1. **Membership**
	1. Membership numbers will be restricted to a number determined by the committee.
	2. A Register of Members shall be maintained by the Secretary. The register shall contain the names and addresses of all members of the club and shall be available for inspection by members. Members shall be entitled to take a copy of or extract from the Register.
	3. A member may request access to club records which will be made available for inspection by the committee.
	4. A member can be suspended, fined or expelled for any misdemeanor which in the opinion of the committee, is contrary to the objects of The Club and has improper reflections upon The Club.
	5. An expelled member can re-apply for membership under the conditions of new membership.
	6. Membership will automatically cease upon resignation, failure to pay subscriptions or following expulsion.
	7. Membership will consist of ordinary members and life members.
2. **New Membership**

5.1 Appointment of members is by proposal and seconding in writing by existing members, using the prescribed Membership Application Form. Final consideration will be by the committee who are at liberty to accept or reject proposals without being required to give reasons.

5.2 The prescribed membership subscriptions, as specified in Section 12.2, must accompany the Membership Application Form.

5.3 On approval by the committee, a new member shall receive an acceptance letter outlining membership benefits together with The Club’s web page address. At this time the member’s initial handicap will be registered in GOLF Link.

5.4 While financial membership of the Club will be dependent on subscriptions being paid as specified in Section 12.2, the Committee will retain the right to extend limited membership privileges to previous financial members in cases where the person is unable play golf with the Club for an extended period. Such circumstances may include long term injury, illness or absence due to extended travel. Each case will be viewed on its merits.

1. **Life Membership**
	1. The elected committee may nominate a person for Life Membership in recognition of their outstanding service to The Club over a long period of time.
	2. Nominations for Life Membership shall be endorsed at the next General Meeting.
	3. No more than one person may be nominated for Life Membership in any one year.
	4. Life Members may enjoy all the privileges of financialmembership. They are exempt from paying annual subscriptions, but must pay green fees and trophy levies.
2. **The Committee**
	1. A Committee to represent the members will be appointed from financial members, for the purpose of carrying out the objectives of The Club.
	2. The Committee will at least comprise: President, Secretary, Treasurer, Golf Captain, Golf Vice Captain, Social Coordinators (2), and Handicapper.
	3. The term of office for each appointee is for twelve months, each term commencing from the date of the Annual General Meeting and continuing until the next Annual General Meeting.
	4. Each appointee may offer themselves for re-election at the conclusion of their term of office.
	5. All appointees have equal voting rights, with decisions based on majority favour.
	6. Where a deadlock occurs within the Committee from an equal for and against vote, arbitration may be sought from the members at a special General Meeting.
	7. The Committee has the power to co-opt any member's service to the Committee or any sub-committee as they see fit for any period of time which the Committee deems appropriate.
	8. An appointee can be removed from the Committee if agreed by 75% of all members present at a General Meeting.
	9. Replacement of any committee member brought about by death, leave of absence, resignation or removal from office shall be by decision of the remaining appointees.
	10. The Committee is to meet at a place of their choosing when required in order to carry out the objects of The Club, however, they are bound by the Constitution to hold meetings at least once every two months.
	11. A quorum will consist of 4 or more committee members
	12. The Secretary is required to keep clear and concise records of the minutes of all meetings and adopt normal meeting procedures. The Secretary shall also maintain all documents and records relating to the business of The Clubin a form that can be inspected by any or all members at any time.
	13. Handicaps are maintained by the handicapper via GOLF Link, and members should make themselves aware of their current GOLF Link handicap prior to the start of each competition.
3. **The Golf Committee**

8.1 There shall be a standing committee comprising the Golf Captain, Golf Vice Captain and Handicapper and the committee so formed shall be known as The Golf Committee.

8.2 The Golf Committee is required to keep complete records of all member's score cards used in official club games.

8.3 The Golf Committee is to have discretionary powers as determined by the Committee.

1. **General Meetings**
	1. An Annual General Meeting shall be held within two months of 1st January each year.
	2. Committee nominations must be presented at an Annual General Meeting.
	3. Only financial members are eligible to vote at the Annual General Meeting and Extraordinary General meetings. General meetings must be attended by at least 50% of the members eligible to vote to provide a quorum. Life members are treated as financial members for the purpose of voting at General meetings.
	4. Election of committee members shall be by ballot and a two-thirds majority of those present and who are entitled to vote shall be necessary for such nomination to be successful.
	5. The Annual General Meeting will be chaired by the out-going President until such time as the election of committee members has been completed. The incoming President shall then take the chair.
	6. Members shall be given fourteen days notice in writing or by email of the intention to hold the Annual General Meeting or other General Meetings of members.
	7. Notices of motion will be circulated in writing by the Secretary to all members.
	8. A General Meeting may be called at any time at the request of 20% of the members or by the Committee. Members shall be given fourteen days notice in writing of the intention to call such a meeting.
	9. Financial members have the right to appoint a proxy in their absence, provided that any such authority is in writing and received by the Secretary prior to the commencement of the meeting.
2. **Alteration of the Constitution and Rules**
	1. Requires a General Meeting attended by at least half of the financial members of the club.
	2. Proposed alterations (including insertion of new clauses) to the Constitution shall be notified to all eligible members in writing, along with the proposed date of the meeting, allowing fourteen days prior to the date of the meeting.
	3. Proposed alterations must be agreed to by 75% of members present at a General Meeting.
	4. Changes to rules relating to the day-to-day operation of The Club *(and not affecting any matter within the Constitution)* and its activities will be made by the Committee. The Committee may refer proposals for such changes to the membership as seen fit.
3. **Finance**
	1. All monetary transactions are to be recorded in accordance with correct book-keeping principles governing incorporated associations.
	2. Receipts and payments are to be transacted through a banking account.
	3. The Treasurer is required to submit a complete financial report together with an account of receipts and payments and balance sheet to the members at each Annual General Meeting.
	4. The Treasurer is required to submit a précis of receipts and payments (*current bank status)* at each committee meeting.
	5. The Treasurer is responsible for the custody of all financial records.
	6. The accounts will be audited by a person appointed by the Committee but not serving on the Committee.
	7. The President, Secretary and Treasurer are to be the signatories for banking transactions with any two to sign, jointly.
	8. The financial year will commence on 1stJanuaryeach year.
	9. The club is run on a voluntary basis and will not make payment to any member or committee member except to reimburse expenses or, as specified in Section 3.7, to provide competition prize money.
4. **Subscriptions**

12.1 Membership subscriptions are to be paid by the 1st of March. Any members who have not paid by 1st March will be considered non-financial until fees are paid in full. Membership fees will consist of the following:

12.1.1 ***Nomination fee*** - A once only payment at the time of original membership nomination.

12.1.2 ***Annual subscription*** – A fee payable each year to obtain/retain financial membership status. Where initial membership is for less than a full year, subscription will be calculated by multiplying the number of complete months from the date of nomination to the following 1st January by one-twelfth of the annual subscription. This method of calculation of fees will also apply where a returning member has been subject to membership privileges as described in section 5.5 and is returning after the appointed date for payment of annual subscriptions

12.1.3 ***Affiliation and Other Fees*** - Any fees relating to the Club’s affiliation with external organisations (e.g. WA Golf Assn., GOLF Link)

12.2 Membership and nomination fees will be set each year at the Club’s Annual General Meeting.

12.3 Subscription and nomination fees are non-refundable.

1. **Common Seal**
	1. The common seal of The Club shall be kept in the custody of the Secretary.
	2. The seal will be affixed by the President and Secretary to any writing when authorized by resolution of the Committee and not otherwise and every writing to which the seal has been affixed shall be countersigned by the President and the Secretary.
2. **Club Colours**

The club colours are navy blue, sky blue and white.

1. **Uniforms**

The wearing of a club shirt is compulsory when participating in a golf event as a member of The Club.

1. **Dispute Resolution**

**The procedure set out below applies to disputes between members or between one or more members and the Association.**

16.1 The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

16.2 Disputes between members may be referred to the Committee for arbitration. Any decision reached by the Committee while exercising its arbitration power is final and shall bind the parties.

16.3 Disputes between members and the committee shall be referred to an agreed mediator. If no agreement can be reached within 2 months the dispute will be settled by an agreed third party arbitrator.

16.4 At any stage during the process the initiator may advise the participants of a decision not to proceed with the issue in dispute.

16.5 At all times while the issue is being dealt with in accordance with this procedure, club activities will continue as normal

**17.** **Dissolution**

**If upon the winding up of The Association there remains after satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members or former members, but shall be given or transferred:**

**(i)   to another Association incorporated under the Act which has similar objects; or**

**(ii)  to a charitable organisation or organisations that hold a current licence under the “Charitable Collections Act 1946” as determined by the committee.**