

CURRENT

As approved 29 July 2014 Board Outcome 2014-040

BY-LAWS OF TOONGABBIE SPORTS AND BOWLING CLUB LIMITED

1. PRELIMINARY:

- 1.1. These By-laws are made by the Board of the Club pursuant to the power conferred upon the Board by Clause 52(p) of the Constitution.
- 1.2. Subject to the provision of Clause 52 of the Constitution the Board may alter or repeal a By-law as it may deem necessary or expedient for the proper conduct and management of the Club.
- 1.3. These By-laws shall come into force and be duly operating upon the posting of an appropriate Notice containing such affirmed By-laws on the Notice Board.
- 1.4. These By-laws are to be read subject to the Constitution of the Club and in the event of any inconsistency, the Constitution shall prevail.
- 1.5. These By-laws are binding on each member of the Club in the same manner as if each member had subscribed his/her name thereto.
- 1.6. In these By-laws the expression "the Club" means the registered club known as "Toongabbie Sports and Bowling Club Limited".
- 1.7. A copy of the Constitution of the Club is available for perusal from the Secretary.
- 1.8. In these By-laws the expression "the Men's Club" means the club known as "Toongabbie Men's Bowling Club".
- 1.9. In these By-laws the expression "the Women's Club" means the club known as "Toongabbie Women's Bowling Club".
- 1.10. In these By-laws the expression "other club" means any club within the Club established in accordance with these By-Laws.

2. VOTING PROCEDURE FOR BOARD OF DIRECTORS: AMENDED 17/05/2005

- 2.1. An election by ballot of the members of the Board as prescribed in Clause 47(d) of the Constitution shall be conducted in the following manner:
 - 2.1.1 The Board shall appoint a returning officer and a deputy to act in his absence to take charge of the election and ballot for the Board. The returning officer shall supervise the preparation and issue of ballot papers, the safe custody of ballot papers returned, the examination of such ballot papers, the counting of votes after the ballot is closed and shall post the result of the ballot on the notice board and declare the successful candidates duly elected at the annual general meeting of the club.
 - 2.1.2 The ballot paper shall contain the name of all duly nominated candidates in such order as shall be determined by a drawing conducted by the returning officer in the presence of the Secretary or his duly authorised representative who shall endorse the result.
 - 2.1.3 The ballot paper will be issued only on the presentation of the current signed club membership card. A true record of members to whom ballot papers are issued shall be kept, and no ballot paper can be removed from the club's premises.
 - 2.1.4 The ballot shall be conducted at the club premises prior to the Annual General Meeting in accordance with the By- Laws provided that such ballot be conducted on the consecutive Friday, Saturday and Sunday commencing with the Friday which is not less than seven (7) days and not more than fourteen (14) days prior to the Annual General Meeting. The Board shall have the power to set the times of the ballot from time to time provided however that the ballot shall remain open for not less than 8 hours during the normal trading hours on each of those days referred to above.
 - 2.1.5 The voter shall mark his ballot paper in accordance with instructions contained therein by placing the number 1 opposite the name of his first preference and the number 2 opposite the name of his second preference, continuing to so number his preferences, in ascending numerical order, provided that a number shall be placed opposite each name on the paper for such paper to be in order.
 - 2.1.6 The counting of the ballot shall be conducted by the returning officer or in his absence his deputy duly authorised by the Board. Each candidate shall be permitted to have one representative present at the taking and counting of the ballot, provided he advised the returning officer of the name of his eligible representative not less than one hour before the commencement of the ballot.
 - 2.1.7 It shall be the duty of the returning officer or in his absence his deputy to check the ballot box into which the ballot papers shall be placed by each member voting before locking same with two locks, the key of such locks to be held by the returning officer or in his absence his deputy during the time of such ballot, in such manner to ensure that the said ballot box shall be opened only in the presence of the returning officer (or his duly authorised deputy) and one representative of each candidate, if one has been duly nominated in the presence of each other.

- 2.1.8 The ballot box shall be opened at a time which shall be at the discretion of the returning officer or his duly authorised deputy provided that such time and date is promulgated on the club notice board at least 24 hours before the said time and date.
- 2.1.9 The opening of the ballot box in the presence of the returning officer or his duly authorised deputy shall take place at the duly promulgated time notwithstanding that the representative of each candidate may not be present and the absence of any person entitled to be present at the time of opening the box shall not invalidate the proceedings in any way whatsoever.
- 2.1.10 Any voting paper upon which the votes are not recorded for every candidate shall be rejected as informal.
- 2.1.11 In any case of doubt as to the formality of the voting paper the matter shall be referred to the returning officer (or his duly authorised deputy) conducting the ballot whose decision shall be final and binding.
- 2.1.12. In the event of an equality of votes in favour of 2 or more candidates, another ballot shall be taken at the Annual and/or General Meeting in respect of such candidates. If two or more candidates again obtain an equal number of votes the Chairman of the meeting shall select by lot from such candidates the candidate or candidates who is or are to be elected so as to ensure the election of not more than the number necessary to fill the vacancy.

3. Interclub Operations

- 3.1. To provide a current and signed copy of their existing constitution to the CEO, or otherwise confirm the version held by the club remains current.
- 3.2. To abide by their approved constitution, and be able to demonstrate compliance on request or as required by the provision of details as requested.
- 3.3. To provide due notice to the board (in advance of member notification) where changes are to be sought from the interclubs membership base.
- 3.4. To provide financial records to the board monthly, or otherwise in line with their constitution, or as otherwise agreed and that such records should be reviewed and endorsed by the respective committee's prior to lodging with the clubs board.
- 3.5. To advise the board of any intent to modify or renew uniforms as appropriate to the club. The board will retain a right of refusal to any design, or content it does not accept, but will otherwise accept the decision or committee as determined.
- 3.6. To advise the board in advance of any annual, or special meeting, prior to it being advised to it's members.
- 3.7. To invite and notify the board to any significant meeting/event (Eg AGM, Presentation Night, etc) for the purpose of transparency.
- 3.8. To advise and keep the board advised of any changes in committee representation.
- 3.9. To seek board/management approval for any additional sponsorship that might be sought in order to ensure a consistent approach to such matters and that each club maintain a register of existing sponsors and expiry dates.
- 3.10. To advise the board of any individual/team accomplishments within the interclub and to assist any promotion as appropriate.
- 3.11. To enable the club, and delegated management, to maintain signatory rights to all interclub accounts and that all interclubs reassign ownership of funds/assets to the club.
- 3.12. To provide club management with any material designed to enter the public arena, for the purposes of proofing and ensuring a consistent profile within the community. This includes any printed or electronic media noting that once a broad design is approved the interclub is afforded self management rights of specific content.
- 3.13. To advise the board of any internal disciplinary or compliance matters, such as perceived theft, for the boards advice within seven (7) days of it coming to the committee's attention.
- 3.14. To seek competitive quotes for any services to be supplied greater than \$500 and be able to demonstrate such quotes, as applicable, where available.
- 3.15. To seek board approval for any sale, purchase or contract that either; extends beyond 12months or exceeds \$2,000 and to ensure that any such transaction considers existing sponsors.
- 3.16. To prohibit any remuneration for committee members unless expressly agreed by the board.
- 3.17. The club otherwise requires that all interclub membership fees are controlled through the clubs membership system to be effective from 1 July 2014 dependant on the clubs ability to meet financial year requirement of the interclub. The club will reimburse each club for any such fee's received as a part of their income.
- 3.18. All interclub committee's are prohibited from any public comment on the club, it's operations, it's interclub operations without appropriate approval from the clubs CEO.

4. DUTIES OF THE SECRETARY:

- 4.1. The Secretary of the Club shall perform his duties in accordance with the requirements of the Registered Club's Act, the Law and such other relevant statutes as may become applicable from time to time.
- 4.2. The Secretary shall carry out all proper duties and instructions which the Chairman or the Board shall direct.
- 4.3. The Secretary or in his absence, his delegates as the Boards representative shall have the responsibility and control of the operations of the Club premises.

- 4.4. The Secretary may subject to the provisions of the Registered Clubs Act delegate to his Deputy or such other persons as approved by the Board, such duties and responsibilities as he considers necessary for the efficient running of the Club.
- 4.5. The Secretary shall convene and if requested attend meetings of the Board and of sub-committees, taking minutes of the business transacted thereat and shall enter them in the minute book.
- 4.6. The Secretary shall conduct, keep and produce the correspondence in connection with the Club.
- 4.7. The Secretary shall keep at the Club premises a Register of Members and such other registers as may be required by the Constitution and any applicable law.
- 4.8. The Secretary shall post on the Notice board all notices required to be so posted either by the Constitution or these By-Laws or as directed by the Chairman or the Board.
- 4.9. The Secretary shall apply within the time prescribed for such registration and renewals required by Statute or regulations made there under as are necessary for the business and carrying on of the Club.
- 4.10. The Secretary shall generally perform and carry out all the duties pertaining to the Office of Secretary for the benefit of the Club and the well being of its members.
- 4.11. The Secretary of the Club shall have the custody care and control of all keys and other security measures within the Clubhouse and shall be directly responsible to the Board for the security of the Club premises.
- 4.12. To Maintain appropriate and accurate financial records and provide such records to the Board on a monthly basis, and provide for complete audited accounts for the members consideration at the Clubs AGM.

5. DRESS:

- 5.1. Whilst on the Club premises members and their guests shall be attired in a neat and tidy manner and in keeping with acceptable standards of respectability.

6. POKER MACHINE PLAYING CONDITIONS:

AMENDED 17/05/2005

- 6.1. No patron is required to participate. Any playing is at the players' sole option, discretion and risk.
- 6.2. Player information brochures are available. Player brochures are for general information only and if there is any inconsistency with these by-laws, then to the extent of the inconsistency these conditions prevail.
- 6.3. Players should not play any machine unless they completely understand:
 - 6.3.1. How they have to pay to play it, and
 - 6.3.2. The combinations that they would have to get to win a prize.
- 6.4. If a player disagrees with anything done by the club in connection with a prize or the playing of a machine then they must follow the club's complaint handling procedures.
- 6.5. Machines must not be played by anyone under the age of 18 years.
- 6.6. These conditions cannot be varied for any player personally except by a document that sets out the change(s), expressly refers to these conditions and is signed by an authorised club officer.
- 6.7. These conditions apply even where there are separate conditions stipulated for a particular machine or promotion or prize, except only where (and to the extent that) the club expressly states in writing that it is amending these conditions.
- 6.8. Payment may be withheld and the Police called if in the club's opinion a machine or the circumstances show any sign of use of or interference with the machine which is unlawful or in breach of these conditions or the club has any reasonable Suspicion of play in breach of these conditions or which is otherwise improper.
- 6.9. A prize will not be paid or awarded where in the club's reasonable opinion it arises as a result of a machine malfunction or where the winning combination showing has not been registered in the machine. The club's decision is final.
- 6.10. Various legal requirements binding on the club in some circumstances are mandatory and cannot be varied. If any such requirement is inconsistent with these conditions then the legal requirement prevails but only to the extent of the inconsistency.
- 6.11. Players must not play any machine which the club has marked as malfunctioning or otherwise in some way marked or indicated as withdrawn from play. The club will not pay any prize won on any such machine.
- 6.12. At any time when requested by the club a player must provide their full name and address plus details of the basis on which they are on the club's premises, with such documentary proof as the club reasonably requires. The club may prevent a player from playing or continuing to play any machine if the player does not satisfactorily comply with this requirement.
- 6.13. Club employees and former employees, and contractors and suppliers to the club (and their officers and staff) must observe all relevant restrictions imposed by the club from time to time regarding such persons. Without limiting those general words, an employee must not play machines whilst on duty nor during meal or rest periods or other breaks from duty. Prizes won by an employee or former employee, or by a contractor or supplier (or one of their officers or staff) when playing a machine in breach of this condition will not be awarded or paid.
- 6.14. Only coins and notes of Australian legal tender are to be used to play a machine and that must be in accordance with the particular requirements of the particular machine as noted on that machine.

- 6.15. Players may reserve not more than one machine at a time and then for a maximum of 15 minutes. However, the club may in any particular case decide in its discretion not to allow a machine reservation to continue. The club has no liability to a player if that player reserves a machine but for any reason that machine is played by some other person. The club may in its discretion but without limiting the other provisions of this condition, allow particular types of players to reserve more than one machine or to reserve a machine for a longer period.
- 6.16. The club may reserve any number of machines for the exclusive use of full members or for a particular promotion or activity. If a player is not entitled to play a machine under any such particular arrangement then that player is not entitled to claim any prize won on the machine whilst it is so reserved.
- 6.17. A prize will not be paid unless the winning combination is seen by an authorised staff member of the club and verified for payment according to the club's standard procedure for paying prizes.
- 6.18. A prize will not be paid if it is won before opening time of the club, or after the announced closing time of the club.
- 6.19. The club has the right to ensure that every prize, short pay and machine refill is played off.
- 6.20. The club may refuse any person the right to play or to continue to play a gaming machine, in its discretion at any time without giving any reason.
- 6.21. Players must immediately report to an authorised club staff member, any machine that is able to be operated without using correct legal tender or without reducing the credit meter by an appropriate amount or that is malfunctioning in any other way, and they must stop playing that machine.
- 6.22. Players must also immediately report to an authorised club staff member, any machine that overpays or pays other than the correct amount for a winning combination, and they must stop playing that machine.
- 6.23. Any property, including money, left by players in or on an unattended machine must be reported and returned to the club for appropriate action.
- 6.24. If a player does not report a malfunction as required then they may be liable to the club for damages suffered by the club as a result.
- 6.25. Players must not tilt, rock, move, damage or interfere with a machine or do anything calculated or likely to interfere with normal operation of a machine or do anything prohibited by law.
- 6.26. Cheating in relation to a machine is a very serious criminal offence carrying a maximum penalty of \$11,000.00 or imprisonment for 12 months; or both, for each offence.
- 6.27. Prizes are not payable to any player, and may not be claimed by any person, who is under the age of 18 years or who is not either a financial member; provisional member; temporary member; or honorary member; or a bona fide guest of a member on the premises in compliance with all requirements of the law and the club's Constitution and playing the machine in the reasonable company of the member concerned.
- 6.28. Prizes or accumulated credits over \$1,000 will, and prizes of less than that amount may, be paid by crossed cheque payable to the prize winner, or by EFT where that is requested by the prize winner and those means are available to the club.
- 6.29. Monetary prizes and stored or accumulated credits will be paid within 48 hours of a request for payment from the prize winner. The club in its discretion may pay part of a prize, or of stored or accumulated credits, in advance of paying the balance.
- 6.30. A prize may be awarded in a non-monetary form. Where a prize is awarded in a non-monetary form there is no option to take the prize in any other non-monetary form except as the club may have separately specified in writing for any particular machine or promotion. The prize winner does have the choice of being paid in money instead. The prize will be awarded as stated in the club's published information, or if no time has been specified then within 48 hours of a request from the prize winner.
- 6.31. Where a prize is not awarded or paid immediately after the prize winner has requested it, the club will give the prize winner a written acknowledgement of the prize winner's entitlement to the prize.
- 6.32. For a monetary prize, the club will pay the prize winner an amount equal to but not exceeding the value of the credits accumulated by the prize winner from playing the relevant machine.
- 6.33. Except as specified by the club in writing or by legislation for any particular machine or promotion, all prizes are paid in cash. The club keeps certain records in relation to machines and prizes. Players must cooperate with the club regarding the keeping of those records.
- 6.34. The club may immediately withdraw a machine or any progressive system from play if the club in its absolute discretion suspects a malfunction. If the machine is of a progressive type then the club will have the machine repaired as soon as practicable.
- 6.35. Only the actual prize winner may claim or receive payment of a prize. They must do so in person at the club's premises. The club may in its absolute discretion waive this condition.
- 6.36. If the club in good faith pays or awards a prize to someone appearing to the club to be or to duly represent the prize winner, then to the maximum extent permitted by law that payment or award fully discharges the club from all liability to the prize winner in relation to that prize.
- 6.37. If the club provides any gaming machine ticket (as defined in the Gaming Machines Regulation 2002 as may be amended from time to time) then:
 - i) The ticket may only be redeemed at the place or places at the club's premises which are designated by the club.
 - ii) The ticket may be redeemed at the Club's election for cash or by cheque or both.

- iii) The club may refused to redeem the ticket if the club is not satisfied that the person claiming in respect of the ticket is entitled to the ticket or if that person does not provide documentary proof of identity and their signature and provide and let the club take from that documentary proof of identity the following information – their full name and address; the identifying numbers or letters of the document proving their identity; and the full name, address and signature of the person claiming in respect of the ticket (if different to the person presenting the ticket).
 - iv) Claims may be made for unclaimed tickets at any time when the club is open for trading.
- 6.38. The club may still publish information relating to the type or value of any prize won and the venue or geographic location where it was won, even if the prize winner requests in writing that nothing disclosing the prize winner's identity be published.
- 6.39. By accepting or redeeming a prize, a prize winner consents to use of their name and likeness for marketing purposes (until they request the club in writing given to the club or an employee of the club that anything disclosing their identity not be published), based on the winning of the prize and without additional compensation.
- 6.40. Nothing in these conditions affects anything contained in any Self-exclusion Deed which a patron may sign. The club is entitled to rely on every provision in any Self-exclusion Deed signed by a patron (whether or not the deed is titled Self-exclusion Deed), despite anything in these conditions.
- 6.41. Any other specific condition applicable to any particular machine, promotion or prize apply. If there is any inconsistency, then (except as those other conditions may expressly provide) these conditions prevail to the extent of the inconsistency.
- 6.42. A member who breaches any of these conditions is liable to disciplinary action by the club in addition to any disqualification from claiming a prize and any other lawful penalty. A non-member who breaches any of these conditions is liable to be ejected from the club's premises. Nothing in this condition limits the club's other legal rights in relation to a breach of these conditions.
- 6.43. The club may withdraw or amend these conditions at any time in its absolute discretion. Any change becomes operative immediately it is displayed anywhere in the club.

7. COMPLAINTS:

- 7.1. Any member or visitor with a complaint should raise the matter with the clubs staff/management as close to the time of the matter as practical.
- 7.2. If the issue is not resolved agreeably at this time the complaint should be submitted in writing and delivered to the CEO of the Club.
- 7.3. If the CEO is unable agreeably resolve the issue the CEO, shall at the next Board meeting, raise any complaint received for board consideration.

8. ANNUAL SUBSCRIPTIONS:

AMMENDED 28/05/2012

- 8.1. The annual subscriptions (inclusive of GST) payable to the Club shall be as follows:
- i) Ordinary Member (Bowling) (male or female) 1 year \$70.00
 - ii) Ordinary Member (Bowling) (male or female) 3 years \$195.00
 - iii) Ordinary Member (Non-Bowling) 1 year \$5.00
 - iv) Ordinary Member (Non-Bowling) 3 years \$10.00
 - v) Ordinary Member (Junior) (male or female) \$ 45.00
 - vi) Locker Hire \$5.00.

9. TRADING NAME:

INSERTED 17/05/2005

- 9.1. The Club shall trade under the registered trading name of 'Toongabbie Sports Club'.