

# MACKAY GOLF CLUB INC BY-LAWS

The following By-Laws were made and adopted by the Board of the Mackay Golf Club Inc on the 7<sup>th</sup> day of October 2019, to come into force on the 7<sup>th</sup> day of October 2019.

All previous By-Laws were repealed as from the 7<sup>th</sup> day of October 2019.

By-Law 25 adopted by the Board of the Mackay Golf Club Inc on the 30<sup>th</sup> January 2020.

By- Law 25 was repealed by the Board of the Mackay Golf Club on Tuesday the 16<sup>th</sup> of March 2021 and a new By-law 25 was adopted in its place.

By-Law 26 adopted by the Board of the Mackay Golf Club on Tuesday the 13<sup>th</sup> of April 2021

# **By-Laws of the Mackay Golf Club Inc**

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## **By-Laws**

### **Preamble to By-Laws**

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The following By-Laws have been authorised by the Board in accordance with the Club's Rules and are displayed on the Club website. Enforcement of their observance is authorised by the disciplinary provisions of the Club Rules.

The attention of members is drawn to the following By-Laws and Members and Visitors are required to strictly observe these By-Laws to comply with the provisions of the Liquor Act and to maintain order, standards and dignity within the Club.

These By-Laws apply equally to Members and Visitors. Members must ensure that their guests observe all the By-Laws of the Club.

The General Manager or, in the General Manager's absence, the senior staff member on duty, shall be primarily responsible for the House management of the Club and any action taken by that person to maintain good order and conduct of Members shall not be questioned by any individual Member or Visitor.

### **BY-LAW 1          Membership**

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Membership of the Club is set out in Rule 3 of the Club Rules. In becoming a member of the Mackay Golf Club, all members must abide by the Club Rules and By-Laws.

In this By-Law, "Member's entitlements" shall mean the Friday Night Member's Draw and such other promotions as the Board may introduce for the Members from time to time.

Special conditions applying to Membership are as listed below:

#### **Non-Bulk Membership (Class - Full)**

Non-Bulk Members are Full Members with all playing rights on any day of the week and have full access to the clubhouse, course facilities and Member's entitlements.

Non-Bulk Members shall pay the daily green fee as prescribed by the Board each time they play on the course.

#### **Bulk membership (Class-Full)**

Bulk Members are Full Members with all playing rights on any day of the week and have full access to the clubhouse, course facilities and Member's entitlements.

Bulk Members do not have to pay any daily green fee whenever they play on the course.

#### **Life Membership (Class-Life)**

Life Members may be elected by the Members at a General Meeting from time to time.

Life Members are required to pay Golf Australia/Golf Queensland fees and any applicable insurance fees.

Life Members are entitled to all playing rights on any day of the week and have full access to the clubhouse, course facilities and Member's entitlements.

Life Members do not have to pay any daily green fee whenever they play on the course.

#### **Midweek Members (Class-Full)**

Bulk Midweek Members are part of the Full Membership Class. ***This category of membership will cease to be offered and will be deleted at the end of the 2019/20 Financial year.***

Bulk Midweek Members are entitled to all playing rights on any day of the week except Saturday and have full access to the clubhouse every day of the week. Bulk Midweek Members shall be eligible to enjoy Member's entitlements.

Bulk Midweek Members do not have to pay any daily green fee whenever they play on the course.

#### **Midweek Members Non-Bulk (Class Full)**

Non-Bulk Midweek Members are part of the Full Membership Class. This category of membership will cease to be offered and will be deleted at the end of the 2019/20 Financial year.

Non-Bulk Midweek Members are entitled to all playing rights on any day of the week except Saturday and have full access to the clubhouse every day of the week. Non-Bulk Midweek Members shall be eligible to enjoy Member's entitlements.

Non-Bulk Midweek Members shall pay the daily green fee as prescribed by the Board each time they play on the course.

#### **Temporary Members/Grey Nomads Members (Class-Restricted)**

Any person permanently living more than 100km from the Club course may be admitted by the Board as a Temporary Member.

Temporary Members shall be entitled to such privileges of membership as determined by the Board.

A Temporary Member must be a member of an Australian Golf Club.

The term of Temporary Membership shall be a maximum 3 months consecutive membership in one financial year. The fees payable for Temporary Membership shall be such sum as determined by the Board from time to time. In determining the fees, the Board shall take into account the fees payable by a Full Bulk Member plus an element of loading.

Temporary Members can only play in events as determined by the Captain.

Temporary Members are Full Members with all playing rights on any day of the week and have full access to the clubhouse, course facilities and Member's entitlements.

Temporary Members shall Pay nomination fee/golf Australia/affiliation fee and any other applicable fee as determined by the Board

#### **Junior Membership (Class- Junior)**

The criteria for Junior membership are set out in Rule 3 C of the Club Rules.

A Junior Member, with the approval of the Board, may be accepted into an alternative class of membership.

Junior Members are entitled to all playing rights on any day of the week and, subject to the provisions of the Liquor Act, have full access to the clubhouse and course facilities.

Junior Members do not have to pay any daily green fee whenever they play on the course when they play with an adult. Juniors have to pay the prescribed fee as set by the board from time to time for social play and in competitions.

Juniors Members are ineligible to enjoy Member's Benefits

#### **Non- Playing Deferred Member (Class restricted)**

A Non-Playing Deferred Member may only join this category with a request in writing to the Board. If approved, the Member must pay the applicable deferral membership fee as set by the Board, pay applicable Golf Australia fee/affiliation fees. When returning as a Member, the Member must pay the applicable fee for the requested membership category -without any pro rata fee being applied from the original deferred membership

#### **Leave of Absence**

Transfer to a Leave of Absence can only happen once per financial year. No refund of fees is applicable, however a credit of the time of absence will be credited to the Member's subscription balance for the following financial year. Any credit applicable cannot be transferred to another Member or Members.

#### **Honorary membership (Class- Restricted)**

The Committee shall have the power to grant Honorary Membership to any person and grant them playing rights, access to clubhouse facilities and Member's entitlements as the Board sees fit .

Honorary Members are required to pay Golf Australia/Golf Queensland fees and any applicable insurance fees. Honorary Members are Full Members with all playing rights on any day of the week and have full access to the clubhouse and course facilities. Honorary Members are not eligible to enjoy Member's entitlements.

Honorary Members are not entitled to vote or hold a Board position.

Honorary Members should be appointed by the Board prior to the commencement of a new financial year.

Honorary Staff are Full Members with all playing rights on any day of the week and have full access to the clubhouse and course facilities. Honorary Members are not eligible to enjoy Member's entitlements.

Honorary members are not entitled to vote or hold a Board position.

Honorary Members pay nomination fee/golf Australia/affiliation fee and any other applicable fee as determined by the Board

#### **Provisional Members (Class-Full)**

From the date of adoption of this By-Law, all new Full Members shall become and remain Provisional Members for a period as set by the Board up to a period of 12 months from their date of membership approval.

Provisional Members are Full Members with playing rights on any day of the week and have full access to the clubhouse, course facilities and Membership entitlements. For the first 12 months of their membership, Provisional Members cannot book into the Saturday competition until after 10.00am on the Friday prior to the following day's event. This clause is to be utilised when competition fields are full and there is difficulty for existing members to book into the competitions. If this is the case this must be explained to the prospective new member.

Provisional Bulk Members do not have to pay any daily green fee whenever they play on the course.

Provisional Non- Bulk Members shall pay the daily green fee as prescribed by the Board each time they play on the course.

#### **Social Members (Class- Restricted)**

Social Members cannot vote or be elected to a Board position.

Social Members shall have full access to the clubhouse every day of the week. Social Members do not qualify for Member's entitlements.

### **Student Members 18-26 Years (Class Restricted) 1/-26**

Student Members must hold current full time Student Card or proof of same from a training institution.

Student Members must be no older than 26 at the start of the current financial year.

Student Members are eligible for a 40% discount on full bulk membership fees only but must pay Golf Australia/ Golf Queensland fees and any applicable insurance fees.

Student Members are Full Members with playing rights on any day of the week and have full access to the clubhouse, course facilities and Membership entitlements. Student Members cannot book into the Saturday competition until after 10.00am on the Friday prior to the following day's event.

### **Gateway or 6 month intro to Golf Membership (Class Restricted)**

Gateway membership maybe offered e by the Board from time to time. Gateway Members shall pay applicable nomination fee/Golf Australia fee and affiliation fees and applicable membership fee as set by the Board.

Gateway Members are Full Members with playing rights on any day of the week and have full access to the clubhouse, course facilities and Membership entitlements. For the term of their membership, Gateway Members cannot book into the Saturday competition until after 10.00am on the Friday prior to the following day's event . This clause is to be utilised when competition fields are full and there is difficulty for existing members to book into the competitions. If this is the case this must be explained to the prospective new member.

Gateway Members are Bulk Members and do not have to pay any daily green fee whenever they play on the course.

Gateway cannot take up this membership category more than once, cannot have been a member any golf Club in the last 5 years held an AGU handicap in that period, cannot have been a member of a golf club in another country.

The Board may exercise its discretion in considering applications for this category and may vary these requirements if warranted by the circumstances

### **Youth Members 18-21yrs (Class- Restricted)**

Youth Members must be no older than 21 at the start of the current financial year.

Youth Members are eligible for a 25% discount on the full bulk membership fee but must pay Golf Australia/Golf Queensland fees and any applicable insurance fees.

Youth Members are Full Members with playing rights on any day of the week and have full access to the clubhouse, course facilities and Membership entitlements. Youth Members cannot book into the Saturday competition until after 10.00am on the Friday prior to the following day's event.

### **Reciprocal Membership (Class-Restricted)**

Reciprocal Members must be a member of a Reciprocal Club as listed on the Mackay Golf club notice board or website at that time. Alternatively, Reciprocal Members must have a letter of introduction from their home Club and have the introduction approved by the Club Manager.

Reciprocal Members must pay the applicable fee as prescribed by the Board and shall be subject to any restrictions placed on this class of membership by the Board from time to time.

Unless otherwise restricted by the Board, Reciprocal Members are Full Members with all playing rights on any day of the week and have full access to the clubhouse and course facilities. Reciprocal Members are not eligible to enjoy Member's entitlements.

Reciprocal Members can only play in events as determined by the Captain. Reciprocal members must reside more than 100km from the Mackay GPO.

### **Visitors (Class-Restricted)**

Visitors must pay a fee as decided by the Board from time to time. Visitors must be a Member of another Australian Golf Club.

Visitors are eligible to play in Club competitions but cannot book into a Saturday competition until after 10.00am on the Friday prior to the following day's event.

Visitors are Full Members with all playing rights on any day of the week and have full access to the clubhouse and course facilities. Visitors are not eligible to enjoy Member's entitlements.

Visitors must abide by the Rules and By-Laws of the Club

### **Advanced Bulk Subscription (Class-Advanced Bulk Subscription)**

Advanced Bulk Membership may be offered by the Board to raise funds for specific large projects (eg: replacing irrigation system or building a new dam). The Board will take into account the cash flow implications of offering this type of membership and must cap the number of this type of memberships offered to control this cash flow.

Advanced Bulk Subscription may be offered in the following formats:

1. A 10-year prepaid Advanced Bulk Subscription, where the membership is offered to a limited number of prepaid 10-year memberships. The fee will be equal to ten years payment of the current full bulk membership subscription fee; or
2. A lifetime prepaid Advanced Bulk Subscription, where the membership is offered to a limited number of Members who have attained the age of 45 years and have been a Member of the Club for a cumulative total of at least 20 years. Satisfaction of the age and membership period must be verified and ratified by the Board. The fee will be equal to twenty years payment of the current full bulk membership subscription fee.

Any member who is admitted to Advanced Bulk Subscription is liable to pay upfront the applicable subscription fee, and each year pay any insurance, levies, advance hospitality charge, Golf Australia/Queensland fees, buggy fees, shed rentals or any other yearly fee the Board shall introduce from time to time.

Advanced Bulk Subscription Members are Full Members with all playing rights on any day of the week and have full access to the clubhouse, course facilities and Member's entitlements.

### **Regulation of Membership category**

Whichever category of membership a Member joins at the start of the financial year (or when a Member joins in that financial year) is the category the Member remains in for that financial year unless the member upgrades and pays the full fee for the year for that new category. A Member shall not be entitled to any refund for downgrading to a lesser class of membership.

The transfer must be put in writing and approved by the Board.

## **BY-LAW 2            Fees, Levies & Charges**

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### **Setting and Payment**

Entrance Fees, subscription fees, and other fees shall be set by the Board. Fees will be invoiced to the Members prior to the end of the financial year and must be paid by the 10<sup>th</sup> of October next.

### **Refund of Fees.**

No refund of fees shall be granted by the Board if a member resigns. Members who pay periodic payment of fees, must pay the Club in full when they retire. The Board can give special consideration in certain circumstances as decided by the Board.

### **Levies**

The Board may make a levy upon all or any of the membership categories except Junior or Temporary Members and any other membership category as determined by the Board.

### **Competition Fees**

The Management Committee shall determine the contributions to be paid for all Club competitions. The Club will collect fees as required.

## **BY-LAW 3            Procedure for the running of Annual General Meetings.**

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The Annual General Meeting will be held no more than 6 months after the end of the Club's financial year.

The Annual General Meeting will be held in the Clubhouse.

A quorum for the Annual General Meeting will be double the number of the elected Board, as elected at the last Annual General Meeting, plus one.

The President shall chair the meeting.

The agenda for the Annual General Meeting will be:

1. Apologies;
2. A minute's silence for Members who have passed away since the last General Meeting;
3. Confirmation of the Minutes of the previous Annual General Meeting and of any Special Meetings held since the last Annual General Meeting;
4. Directors' Reports;
5. Election of new Board positions;
6. Motions on Notice;
7. Appointment of Auditor;
8. Appointment of Honorary Solicitor;
9. Appointment of Patron(s);
10. General Business.

## **BY-LAW 4            Notices of Motion & General Business**

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### **Notices of Motion**



Any financial Member being entitled to vote may submit a Notice of Motion for consideration by the Members at an Annual General Meeting or Special General Meeting.

Notices of Motion must:

- be in writing;
- be addressed to the Secretary of the Club;
- be seconded by another financial Member who is entitled to vote;
- be received by the Club Secretary no later than 14 days before the Annual General Meeting;
- contain the full wording of the motion to be put to the Members;
- In the case of a Special General Meeting (not being an Annual General Meeting), be accompanied by evidence confirming satisfaction of compliance with *Rule 6.7.1.b.* of the Club Rules.

Upon receipt of a Notice of Motion for an Annual General Meeting, the Secretary shall list the notice in the agenda for that meeting and cause to have the Notice of Motion displayed on the Club Notice Board for not less than 7 (seven) consecutive days immediately preceding the Annual General Meeting.

Upon receipt of a valid Notice of Motion for Special General Meeting, the Secretary shall call a Special General Meeting to consider the Motion in accordance with the Club Rules and cause to have the Notice of Motion displayed on the Club Notice Board for not less than 7 (seven) consecutive days immediately preceding the Special General Meeting.

The only business that may be discussed at a Special General Meeting, shall be the Notice of Motion.

At an Annual General Meeting or Special General Meeting, the Chair of the meeting shall determine the format in which the Motion is to be discussed and any time limits to be placed on speakers either for or against the Motion.

### **General Business**

At an Annual General Meeting, general business without notice may be discussed but no resolutions may be passed in relation to such matters.

## **BY-LAW 5 Board, Sub-committees & General Manager**

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### **Membership of the Board**

The membership of the Board shall consist of 7 (seven) Members - a President, a Treasurer and 5 other Members of the association elected as the Board. If all seven positions cannot be filled a minimum of three Members (a President, Treasurer and 1 other Management Committee Member) must be elected.

The intended composition of the Board is President, Treasurer, Captain, House Director/Infrastructure, Membership Director, Course Director plus 1 other Management Committee Position as decided by the Board.

The **Board Induction Manual** is to be used as a guideline for new Board Members and a template for Board Members to act by and follow during their time on the Board of the Mackay Golf Club.

The appointment of Club Secretary should be made at the first meeting of the new board after an Annual General Meeting.

To be eligible for Membership of the Board the member shall not be

- A contractor or provider of goods unless approved by the Members a general meeting providing that the contracting service offers no conflict of interest.
- A family member of a current staff member.
- A family member of the Solicitor providing legal advice to the Mackay Golf Club.
- Declared bankrupt.

## **Sub-committees**

The Board shall have authority to appoint Sub-committees to assist in the running of the Club.

Sub-committees may include:

- Ladies' Golf;
- Finance;
- Match;
- House/Infrastructure;
- Membership;
- Greens

and/or such other Sub-committee as the Board may determine from time to time.

The President shall be an ex-officio member of all Sub-committees.

The General Manager shall post the names of all Board Members and Sub-committee Members on the Club website.

All decisions of any Sub-committee shall be subject to the approval, revocation, amendment and final ratification by the Board.

## **Position descriptions for the Board**

### ***The President***

The President shall be the Chairman of the meetings of the Board. The President has the overall responsibility for the Club and ensuring the General Manager implements Board decisions.

The President has the casting vote at a Board meeting where there is an equal distribution of votes.

The President shall exercise careful supervision of other Board Members and the work of the General Manager to ensure all decisions of the Board are carried out.

Prior to the Board making a decision at a Board meeting, the President will keep all discussions and issues confidential and ensure all Board Members maintain the same degree of confidentiality.

After an election the president will appoint Sub-committee positions in various capacities to ensure the development of Course and House projects.

The President shall sign the recorded minutes of all meetings.

### ***The Treasurer***

The Treasurer shall supervise the financial affairs of the Club and shall advise the Board on all matters relating to the financial aspects of the Club's operations.

The Treasurer, with the assistance of the General Manager, will prepare monthly and yearly reports on the accounts of the Club, and ensure budgets are followed.

### ***The Captain***

The Captain will:

- have a sound knowledge of the Rules of Golf;
- ensure that all competitions are played in accordance with the Rules of Golf;
- be responsible for the golfing program of the Club;

- have a hands-on role in the performance of his duties to ensure the smooth running of all Club competitions and special events;
- assist in finding sponsors as required.

### ***Other Board Positions***

The other Directors on the Board shall have the roles and responsibilities as determined by the Board from time to time.

### **Position Description for the General Manager**

The General Manager has full responsibility for the day to day running of the club in line with established Board Policy, the Strategic Plan and any other Board directions.

The General Manager will report on all management matters to the Board and the President.

The Course Superintendent and Hospitality Manager, as senior managers of the Club, will be responsible to the General Manager for the operations of their area. The bar and kitchen staff are accountable to the Board through the General Manager.

The General Manager will:

- convene and attend meetings of the Board, taking minutes of the business transacted thereat, and shall enter them in the minute book;
- conduct, keep and produce the correspondence in connection with the Club's business;
- keep, or cause to be kept, the registers prescribed in the Rules, and/or required under any statute or regulation;
- post on the notice board all notices required to be so posted pursuant to the Club's Rules or as directed by the President or Board;
- prepare and submit to the Board for approval monthly statements of the Club's financial position and operations position;
- prepare and submit to the Board for approval the annual report of the Club's affairs for presentation to the Annual General Meeting;
- apply within the times 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 and shall comply with such rules and requirements of the Golf Queensland Limited, as affect the Club;
- employ and dismiss the employees and contractors of the Club;
- call all meetings when required by legislation or at the request of the requisite numbers of the Board or Members;
- generally, perform and carry out all the duties pertaining to the office of the General Manager for the benefit of the Club and the wellbeing of its members including the keeping of the financial accounts of the Club; and
- such other duties as directed by the Board from time to time.

Any complaint by Members concerning club employees or contractors or matters relating to club operations shall be made in writing to the General Manager who shall take any immediate action necessary and where appropriate, submit it to the Board. No Member or Director of the Club shall directly reprimand an employee or contractor of the Club.

All instructions to employees, contractors and suppliers to the Club are to be transmitted through or given by the General Manager.

All non-operational discussions and decisions are to be confirmed in writing to the Board.

## **BY-LAW 6            Motorised carts**

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### **Introduction**

Due to the increasing use of motorised carts and the restricted area of our golf course, damage to the playing surface is occurring in certain areas. With the view of minimising this damage and retaining control over numbers and methods of motorised cart operations, the Committee has formalised the following policy on motorised carts.

### **Definitions**

In this By-Law 6:

- “motorised cart” means, any mechanical or electrical propelled ride-in or ride on vehicle specifically designed and manufactured for use on golf courses, that is, or is intended to be, used on the Club’s Course, whether or not the motorised cart is stored in on-course facilities or trailered in for use on the Course.
- “authorised person” means, any member of the Board or a person delegated that authority by the Board.

### **Indemnity**

The Club shall not be liable for any claims for fire and extraneous perils including accidental damage, malicious damage, burglary or theft to any motorised carts whether licensed or unlicensed or to any associated cart equipment including external equipment such as battery chargers. Users, hirers and owners of motorised carts shall be liable for any claims whatsoever arising from their carts causing damage or injury to property or person. All owners of Motorised carts must have their Motorised cart insured for Public Risk Insurance and a written copy of this insurance must be able to be presented if requested by an Authorised Person.

### **Policy**

1. Member’s motorised carts will be issued with a Mackay Golf Club licence. Non-members’ motorised carts will be issued with a temporary licence for use on the Course.
2. Licensed motorised carts will be issued with an identification number which shall be displayed in a prominent position on the exterior of the cart.
3. The motorised cart owner shall be deemed the licence holder.
4. Licences are not transferable from one Member to another under any circumstances.
5. The owner, hirer or user of a motorised cart, whether licensed or unlicensed, shall be liable for any claim whatsoever against property or person.
6. Licence approval does not oblige the Club to provide storage facilities for the motorised cart.
7. The Club Professional is to ensure that all members/visitors using the hire fleet of motorised carts are aware of their responsibilities with regard to the use of motorised carts on the Course.
8. No new or additional carts will be permitted on the Course without first applying to the General Manager for a licence. All such applications will be subject to approval by the Board before issue.

### **Motorised Carts On-Course Storage**

- a) Members wishing to secure a position in on course storage facilities are to make written application to the General Manager to have their name placed on the waiting list, other than any other already allocated at the effective date of this By-Law.
- b) The Board shall determine all rental fees and charges for on course motorised cart storage.

- c) Storage positions in the on-course facilities are not transferable under any circumstances in the old sheds. In the new shed, the owner of a spot is responsible for selling the shed space and finding a new Member to take his/her place if it is no longer required.
- d) Relinquishment of a motorised cart licence will automatically void any contract with the licensed Member to house the motorised cart in the on-course storage facility. In such circumstances, it is the owner's responsibility to remove the motorised cart from the on-course storage facility within 14 days from the date of relinquishment. If the motorised cart is not removed within the prescribed period, the Club is authorised to remove that motorised cart from the storage facility and in so doing the club shall not be held liable for the consequences of such action or any resultant damage suffered during or after removal of that motorised cart.
- e) Licensed owners of electrically powered motorised carts granted a storage position in an on-course facility are subject to an annual fee, as determined by the Board from time to time, for electricity consumed during the Motorised cart's re-charging process.
- f) The Club accepts no responsibility for any damage to, or interference with recharging equipment used by motorised cart owners.
- g) Owners of stored motorised carts are responsible for ensuring that dust covers erected for protection do not create a hazard by forming a collection area for potentially dangerous fuel or battery fumes.
- h) Owners are responsible for the cleanliness of their storage area and the individual security of their motorised cart.
- i) Owners are responsible for ensuring the general security of the on-course storage facility on exit.
- j) The Club reserves the right to inspect the on-course storage facility and its contents at any time without prior notice.
- k) Licensed Members who trailer-in their motorised carts are to abide by the parking rules and park only in prescribed areas.

### **Motorised Carts - Conditions of Use**

Licensed Members and authorised users (including professional's fleet) of motorised carts on the course are subject to the following conditions of use:

- a) The Captain, or his delegate, may prohibit or limit the use of motorised carts on the course at any time.
- b) Only motorised carts with current Public Risk Insurance cover shall be permitted on the Course.
- c) The Match Committee shall determine motorised cart restrictions for Club competitions.
- d) When advised of conditions which restrict free ranging of motorised carts, all motorised cart drivers are required to proceed strictly via the routes indicated.
- e) Motorised carts are not permitted to be driven within 10 metres of greens or tees unless on prescribed pathways.
- f) Motorised carts are not permitted to be driven onto any mounds or slopes surrounding greens and tees; i.e. motorised carts must stay on flat turf surfaces.
- g) The number of motorised carts permitted to be used by any group of four golfers is restricted to two (2).
- h) In the interests of course etiquette, the motorised cart user must turn the cart motor off if a nearby player is about to play, and not re-start the cart's motor until the shot is completed.

- i) On the course, the motorised cart user is required to travel in as straight a line as possible and actively avoid soft ground patches where damage to the Course may be caused.
- j) Exclusion and directional signs erected for the guidance of motorised carts on the Course are to be strictly adhered to at all times.
- k) At times a painted line may be used at the front and/or sides of greens or restricted areas. This is an indication of the distance motorised carts should remain from any green or restricted area. No Motorised carts are to proceed past these painted lines towards the green or through the restricted area.
- l) At all times, the licensed owner of the motorised cart is responsible for the observance of these conditions of use of the motorised cart on the Course.

### **Permission to Use a Motorised Cart on the Course - Visitors**

Visitors wishing to use their motorised cart on the Course must firstly secure permission through the General Manager and such use shall be subject to a fee per round as determined by the Board from time to time. Visitors are to acknowledge and agree to abide to the conditions of use for motorised carts on the Course.

### **Golf Cart Use - Offences**

Offences with regard to the Conditions of Use will, if substantiated, result in a warning issued by the Board. A subsequent offence may result in an immediate two-week suspension of the use of that motorised cart on the Course and the use of any motorised cart by that person on the Course.

Offences by persons using motorised carts belonging to the Golf Professional's fleet, shall result in an initial warning to such persons. Where a subsequent offence is noted, offenders may be banned from the future hiring of or the operation of a motorised cart on the Course.

## **BY-LAW 7 Dress Regulations**

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### **Dress Standards**

Appropriate attire must be worn at all times in the clubhouse and on the course.

The dress standard acceptable for men is:

- a) Collared shirt, polo shirt or turtleneck golf shirt;
- b) Tailored trousers or shorts, neat denim, fashion and cargo pants/shorts;
- c) Soft soled golf shoes or clean sneakers;
- d) In the clubhouse, men shall be permitted to wear sandals (with heel strap) or thongs.

The dress standard acceptable for women is:

- a) Tailored shorts/slacks/skirts,  $\frac{3}{4}$  length slacks;
- b) Blouses/shirts preferably with a collar;
- c) Soft soled golf shoes or clean flat soled and enclosed shoes.
- d) In the clubhouse women shall be permitted to wear scuffs, thongs, masseurs, halter tops.

Nonacceptable dress standards for men or women include:

- a) Soiled work clothes;
- b) Singlets;
- c) Collarless t-shirts;

- d) Tracksuits,
- e) Board shorts;
- f) Casual beach wear;
- g) Football wear (jumpers, shorts or socks);
- h) Sun tops or bare midriff tops;
- i) Clothing displaying excessive or offensive printing or logos;
- j) Steel spiked golf shoes.

Hats or caps are not to be worn in the clubhouse.

The General Manager may overrule these regulations if the circumstances warrant such a decision.

## **BY-LAW 8 Club Risk Assessment Management Plan**

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### **Part (A) Liquor Licensing**

#### **Sale of Liquor**

The sale of Liquor is authorised to Members and their guests in the Clubhouse and on the grounds at the prescribed licence times.

#### **Functions**

The sale of liquor is authorised at the Clubhouse to Members, authorised visitors and invited guests to the function only.

#### **Takeaway**

The sale of liquor is only authorised to Club Members and officials in a visiting team for removal and consumption away from the golf course.

#### **The Clubhouse Cafe**

Opening hours – 9.00 am till 5.30 pm Sunday through Thursday and Friday 9.00am till 8.00pm or at such other times as determined by the Board.

#### **Spike Bar**

Opening hours Saturday from 7.00am to 3.00pm.

Other days at such hours as required dependent upon golf competitions.

#### **BBQ Area**

Open as required for functions and Golf days.

#### **Responsible Service of Alcohol**

All employees who work in the bar and café area or functions must have an up to date RSA certificate.

- a. New employees must have already obtained their RSA certificate prior to the commencement of employment or obtain such certification within thirty (30) days of commencing employment.
- b. A register and copy of Statements of Attainments by staff are kept by management in the main office. Copies are also kept in the individual employee files.
- c. The Club supplies water free of charge in all areas of the club house.
- d. The Licensee and staff must refuse service to patrons who are intoxicated.
- e. The Liquor Act defines undue intoxication as “a state of being in which a person’s mental and physical faculties are impaired because of consumption of liquor so as to diminish the person’s ability to think

and act in a way in which an ordinary prudent person in full possession of his or her faculties, and using reasonable care, would act in like circumstances.”

- f. There are several behavioural signs which, in combination, may indicate that a person has had too much to drink.
- g. These signs include: mood changes, slurring or mistakes in speech, raised speaking voice, clumsiness, fumbling with change, loss of balance or co-ordination, swaying or staggering, confusion and lack of ability to hear or respond.
- h. Management encourages and supports staff who practise and enforce Responsible Service of Alcohol procedures and policies
- i. The Club’s Licensee and staff do not commit an offence if an intoxicated person is on the premises, although the intoxicated person does.
- j. Unduly intoxicated persons will be asked to leave the Golf Club. In doing so, Management will call a taxi on the person’s behalf if required.
- k. Mackay Golf Club staff monitor levels of undue intoxication of all the patrons and take appropriate action if required.
- l. The Club’s Licensee and staff do commit an offence if they sell or supply liquor to unduly intoxicated or disorderly patrons.
- m. The Club’s Management and Board will provide support in the actions of staff in providing Responsible Service of Alcohol.
- n. In the instances of intoxication, if possible, staff should bring the incident to the attention of their Manager or Supervisor prior to taking action so that the Manager and/or Supervisor can assess the situation and provide appropriate direct, control and action. If a Manager or Supervisor is not readily available, staff should take action on their own accord and inform the Supervisor when available.

**The Club and its Approved Managers must:**

- a. behave responsibly in the service, supply and promotion of alcohol;
- b. not engage in a practice or promotion that may encourage rapid or excessive consumption of liquor;
- c. engage in practices and promotions that encourage the responsible consumption of liquor;
- d. provide and maintain a safe environment in and around the licensed premises;

**Methods employed by staff to deal with unduly intoxicated and disorderly patrons are:**

- a. monitor the amount of alcohol the patrons have;
- b. supply water to patrons when staff start to see signs of intoxication;
- c. when staff start to see early signs of undue intoxication, let the patron know that this is their last drink and serve the patron water;
- d. as a Member Club, the Board has the power to reprimand, suspend or expel any Member for misconduct following the due process in the Club Rules;
- e. staff are encouraged to notify Management when they think a patron is nearing the stages of being not supplied further alcohol.
- f. Management, where possible, is to notify all staff when a person is not to be served or when action is required.

**Minors**

- a. Parents and guardians at all times shall be responsible for the behaviour of their children on Club premises, including the course and car parks. Parents and guardians of children whose behaviour is socially unacceptable shall be requested to remove those children from Club premises.
- b. Persons under the age of eighteen shall not be permitted to be served or receive alcohol.



- c. Persons under the age of eighteen shall not be permitted to remain within the Clubhouse Bar unless under the direct supervision of an adult who has parental rights and responsibilities for the minor. Any unaccompanied minor will be removed from the bar and escorted back to their parents where necessary.

### **Underage Drinking**

- a) Liquor may not be sold or supplied to, or permitted to be consumed by, a minor on licensed premises or at a place adjacent to licensed premises.
- b) Persons found to be purchasing drinks for minors will be removed from the premises.
- c) Persons may be asked for an acceptable proof of age card prior to service. The following photographic ID represent the only acceptable proof of age:
- A proof of age card issued by relevant authorities in each State or Territory
  - The proof of age card issued in Queensland is Card 18+
  - A driver's licence
  - An Australian or foreign Passport.
- d) It is a requirement under the Liquor Act to confiscate fake or fraudulent ID and for this document to be forwarded to the Liquor Licensing Division.

### **Staff Training**

Management ensures all staff are trained in Responsible Service of Alcohol. All staff are given an induction pack when first employed at the Golf Club. This pack contains the house rules and policies, staff rules and regulations, Staff Health and Hygiene Responsibilities which must be signed off by each employee. It also contains the DOSA policy, Evacuation Procedures and the OHS Policy.

Staff training is conducted on a Bi-monthly basis. Training format is as follows:

1. Topic of the month
2. Issues of the moment
3. RSA reinforcement
4. Open discussion if required
5. Close of training.

RSA topics reinforced every month include:

- a) Underage drinking – anyone who looks under 25 should be asked to provide ID. What to do if staff suspect that there is an underage person consuming alcohol, whether they purchased the drink or not.
- b) Intoxication – signs of intoxication, different ways to approach a member that is showing signs and needs to be given water or cut off.
- c) Making sure member's guests have been signed in and informing non-members of the visitor's rules.
- d) Records are kept of topics that are discussed each month and the personnel that attended each training session.
- e) Management reviews industry updates on a regular basis and reviews the liquor licensing website for changes. Any relevant changes that have or are going to occur are posted on the staff notice board and passed onto the staff at the monthly training sessions.

### **Conduct on Licensed premises**

- a) Members or visitors shall not bring liquor of any kind onto the licensed premises.
- b) Glasses and other Club property shall not be removed from the licensed premises.
- c) Swearing, loud and abusive language or excessive noise shall not be permitted in the licensed premises.

- d) Any person driving a Motorised cart must have a current Australian Driver's License and all normal rules apply when driving Motorised cart.

### **Lighting Around Clubhouse**

- a) External security lighting is provided around the club house and offices including the car park.  
b) Ambient lighting is provided outside of the Club for members to dine and drink.  
c) There is sufficient internal lighting throughout the clubhouse with all appropriate guidelines being adhered to. The Member's Bar and Function room and BBQ area are also equipped with lighting as required.

### **Noise Mitigation**

The Nearest neighbours are over 1 km from the club house. The Clubhouse is located in the middle of the golf course.

Foot path Dining is not applicable at the Mackay Golf Club.

Adult Entertainment is not applicable at the Mackay Golf Club

Catering off site is not applicable at the Mackay Golf Club

### **Part (B) DOSA (Designated Outdoor Smoking Area) and Smoking Management Plan**

A DOSA and Smoking Management Plan is in place for the Mackay Golf Club. Signage is placed in all areas. There is no smoking inside the Clubhouse.

### **Management of Smoking**

The Mackay Golf Club is managing smoking and smoking issues through the following actions:

- a) Establishing a DOSA and banning smoking at all other licensed areas of the Clubhouse.  
b) Directing patrons who wish to smoke to the DOSA.  
c) Ensuring that within the DOSA there is no:  
• serving of food or drinks  
• consumption of food  
• provision of entertainment  
d) Ensuring as much as possible that ashtrays and smoker's bins are located only in the DOSA  
e) Providing training to staff so that they know how to immediately and adequately address non-compliance  
f) Having no tobacco products available for sale at the Golf Club.

### **Staff Training**

- a) The Mackay Golf Club is providing training and regular instruction to staff to ensure that the tobacco laws are met.  
b) Staff are made aware of where patrons and staff can and cannot smoke at the Club.  
c) Staff are made aware if they or patrons smoke in a no-smoking area they can get a \$150 on the spot fine.  
d) Staff are made aware that the licensee of Mackay Golf Club can be held responsible if a person smokes in a no-smoking area (max. penalty \$10,500).  
e) Staff are instructed that if they see a staff member smoking in a no-smoking area they must:  
• direct the patron to stop smoking immediately and tell them that they are breaking the law if they don't stop smoking

- Immediately cease food or drink service to the patron if the patron does not follow their direction to stop smoking
  - Involve the Manager if the situation is escalated or the complaint is complex
- f) Staff are instructed that if they see a staff member smoking in a no-smoking area they must report it to their Supervisor.
- g) Staff are instructed that if a patron consumes or takes food into a DOSA the patron must be reminded of the DOSA rules and to stop eating and step outside the DOSA to eat.
- h) At staff meetings there are discussions about how staff are going with enforcing the no smoking rules, and practical ways to solve any problems they may be having.

### **Part (C) Occupational Health and Safety**

Mackay Golf Club aims to lead the way in Occupational Health and Safety (OHS) within our industry. Members of our organisation apply quality and safety standards that have been established to protect our clients, our contractors, our employees and members of the public. The philosophy of our Club is to ensure that our work is undertaken safely, with a high level of integrity and quality.

This is achieved by maintaining an Occupational Health and Safety Management System (OHSMS) complying with AS/NZS 4801:2011 that covers the activities of our operation.

The OHSMS has the objective of eliminating work-related injury and illness by:

- a) Conforming to legislative requirements, being the Act, Regulations and Codes of Practice;
- b) Identifying hazards related to the business's activities;
- c) Assessing risks associated with the hazards;
- d) Determining suitable control measures to minimise the risk;
- e) Reviewing controls to ensure they remain effective;
- f) Preparing Work Method Statements (WMSs);
- g) Communicating safety issues to our employees and seeking their advice and suggestions;
- h) Supervising and training our personnel;
- i) Auditing the program to ensure that aspects of the OHSMS are functioning correctly;
- j) Conducting periodic reviews to continuously improve the OHSMS;
- k) Establishing measurable objectives and targets to chart our progress.

We request the personal cooperation and commitment of people working within our Organisation, whether they are staff, contractors or clients, to help us achieve our "Zero Harm" objective.

Please abide by our safety rules and report unsafe conditions. Also be involved and committed to a continuing program that will ensure a safe, healthy and hygienic environment for everyone. Your contribution is valued.

### **Rehabilitation Policy**

The Mackay Golf Club recognises that there are substantial benefits to be gained from rehabilitation principles and practices and is committed to implementing them at this workplace. We recognise that the Workers' Compensation and Rehabilitation Act 2003 and the Workers' Compensation and Rehabilitation Regulation 2003 provide the legislative support for workplace rehabilitation activities.

Experience has shown that workplace rehabilitation assists the healing process and helps restore the worker's normal function sooner. Workplace rehabilitation includes early provision of timely and adequate services, including suitable duties programs, and aims to:

- a) Maintain injured or ill workers at work; or
- b) Ensure the worker's earliest possible return to work; or
- c) Maximise the worker's independent functioning; and
- d) Provide for durable employment.
- e) This policy has been developed as a joint worker-management agreement.
- f) The Mackay Golf Club is committed to:
  - Providing a safe and healthy work environment, but in the event of an injury or an illness, making sure workplace rehabilitation is started as soon as possible in accordance with medical advice.
  - Ensuring appropriate suitable duties are made available to injured or ill workers to facilitate their safe and early return to work. These duties must be consistent with the current Medical Certificate and will be time-limited.
  - Respecting the confidential nature of medical and rehabilitation information and ensuring there will be both verbal and written confidentiality.
  - Ensuring that all workers are aware that, in the event of an injury or illness, they will be consulted to ensure a structured and safe return to work that will not disadvantage them.
  - Complying with legislative obligations with respect to the standard for rehabilitation.
  - Adopting a multidisciplinary approach to rehabilitation as required.
  - Reviewing this Policy and Procedures at least every three (3) years to ensure it continues to meet legislative requirements and the needs of all parties. Workplace rehabilitation procedures have been developed to support this policy. The Procedures define key terms, describe key roles and outline steps in the return to work process. A copy of the Procedures is attached to this Policy.

## **By-Law 9            Practice Facilities**

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The Golf Course can be used for practice but not prior (on the day of) or during a golf competition. A maximum of 2 golf balls can be used when playing practice on the Course.

Practice putting and chipping can only be done in the prescribed practice areas and members must follow any instructions or directional signs in the practice areas.

All on-course practice facilities are closed if the Course is closed. Members must ensure all divots are repaired and bunkers have been raked.

## **BY-LAW 10        The Course & Etiquette**

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### **Player Conduct**

All Members are expected to uphold and comply with the Rules of Golf, Golf Etiquette, these By-Laws, the recommendations contained within these By-Laws and all Notices issued by the Club.

- a) Members shall conduct themselves in an appropriate manner at all times. This applies within the physical boundaries of the Club and at all other Golf Australia affiliated golf clubs.

- b) Members introducing guests are responsible for their guest's adherence to the Rules of Golf, Golf Etiquette and these By-Laws.

It is neither desired, nor financially practical, for the Club to employ a compliance officer to ensure Members adhere to the Rules of Golf, these By-Laws and Golf Etiquette. Accordingly, it is expected that each Member assists in ensuring that all Members and guests comply with these By-Laws and Golf Etiquette by advising a player within their group of non-compliance, in a polite and friendly manner.

If the Player has failed to properly repair an identified pitch mark, replace a divot, rake a bunker, return a rake to a bunker or any other act or omission that is not in keeping with good course care:

- the Player has breached the Rules of Golf;
- the Player has failed to observe Golf Etiquette or a Notice;

Where a player is not complying with the Club's Dress Regulations, Members are requested to draw the Club's Dress Regulations to the player's attention.

In providing this advice the Member must ensure they do not abuse, threaten, frighten or intimidate any player as such behaviour may result in disciplinary action being taken against the Member.

If a Member advises another player of a breach of the Club Rules or By-Laws and that player still does not comply with the Club Rules or By-Laws, then the Member should report such non-compliance to the General Manager.

If a player is involved in any incident on the Course, the player or one of the player's playing partners must report the incident to the Office or Pro Shop and fill out the appropriate incident form.

#### **BY-LAW 11      Handicaps**

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Handicaps will be maintained in accordance with the Golf Australia handicapping system. The Match Committee or the Board may from time to time approve alteration of a Member's handicap if, in its absolute discretion and having regard to all the circumstances including the Member's results in any form of Competition, it considers the change is warranted under the handicap system which the Club follows. The Member shall not have any rights to make any representation to the Golf Committee or to the Board of Directors in relation to any proposed alteration to the Member's handicap

#### **BY-LAW 12      Introducing Guests for Play**

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All Bulk, Non-Bulk, Mid-week, Provisional, Life, Honorary and Junior Members shall have the privilege of introducing guests to the Club.

A Member shall not knowingly introduce as a visitor any person who has been refused admission to membership of the Club, or to membership of any other golf club or who has been expelled from membership of another golf club.

The Captain, the General Manager and all Members who subscribe to a Playing Category, may invite a person who is a Member of an accredited golf club to play on the Course as a Playing Guest.

A Playing Guest may not play in a Competition without the approval of the General Manager or Captain, except that if the Competition is designated as an open or invitation day, Members may, subject to any conditions imposed by the Match Committee, enter Playing Guests into such Competitions without prior approval.

Unless otherwise arranged with the General Manager or Captain, a Member shall not introduce more than one Playing Guest on any one occasion. Unless otherwise arranged with the General Manager or Captain the Playing Guest must play in the same group as the introducing Member.

Each Playing Guest is required to pay Competition or social fees as set down by the Board which may differ from the fees payable by a Member.

The Captain or General Manager may give permission for a group of Playing Guests to play without a Member either socially or in Competition.

Playing Guests may play together in an open Competition and do not require an invitation to take part in these Competitions provided each Playing Guest is able to provide proof that they hold a handicap relevant to the Competition at an accredited golf club.

The Course may be closed to visitors for certain Competitions and no Playing Guest may play in such Competitions without the approval of the General Manager or Captain.

Unless otherwise arranged with the General Manager or Captain no person may be introduced as a Playing Guest on more than six (6) occasions in any one year except that, play in an open Competition is not counted towards this restriction.

Prior to playing socially, all Playing Guests and Members must report to the Golf Shop.

Visitors are not eligible to win special events or match play events or trophy events or play representative golf on behalf of The Mackay Golf Club.

Any privilege allowed with respect to the introduction of a guest, including a Playing Guest, may be refused or withdrawn by the General Manager or by any two Directors.

The Member shall have no right of appeal against such a decision but may ask the reason for such refusal or withdrawal. If the Member does ask to know the reason for such refusal or withdrawal, the request shall not be unreasonably refused.

## **BY-LAW 13      Children**

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### **Children on Course and in the Clubhouse**

A Member may bring a child who is not a Member to the Clubhouse and/or Course provided:

- a) the Member ensures the child observes Golf Etiquette;
- b) a child who is over the age of 7 (seven) years and under 14 (fourteen) years of age and is the child or grandchild of a Member, or the Member is the carer for that child, is permitted to play social golf without payment of green fees provided they are accompanied by the Member and they have their own set of golf clubs.

If a Competition is being played, the Member must ensure the child does not behave in a manner that distracts or disturbs other Members and, if another Member reasonably complains about the child's behaviour, the Member must abandon their round and remove the child from the Course.

If the child is under 11 years of age, the child must be accompanied by the Member at all times when on the Course or in the Clubhouse. In all cases, the Member must be aware that the Member is responsible for the child's behaviour. A disciplinary process may be applied for behaviour deemed to be unacceptable. Persons under eighteen (18) years of age are not permitted to approach the bar for service for any reason.

#### **BY-LAW 14 Club & Personal & Property**

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No property of the Club shall be removed under any circumstances from the Club's premises without the authority of the General Manager. If property is removed in breach of this By-Law, it shall be forthwith returned.

Any Member who destroys or damages any property of the Club, shall forthwith upon demand pay to the Club the cost of replacing the property so destroyed or making good such damage.

The General Manager, if satisfied in any instance that such destruction or damage was accidental, may waive payment wholly or subject to such terms and conditions as the General Manager may think fit.

#### **BY-LAW 15 Complaints & Disciplinary Matters**

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If a Member makes a complaint about any aspect of the Club's operations and wants to have the complaint dealt with formally:

- a) the complaint must be made in writing to the General Manager, who shall attempt to deal with the complaint personally unless in the sole opinion of the General Manager the complaint is considered to be of a nature that requires consideration by the Board;
- b) regardless of whether or the not the General Manager is able to resolve the complaint, the General Manager shall at the next Board meeting inform the Board of the complaint;
- c) if the complaint is referred to the Board, the General Manager shall inform the complainant of the outcome of the Board's consideration of the complaint within seven (7) days of the Board meeting at which the complaint was considered.

#### **Disciplinary Matters**

The Club expects all Members, guests and visitors to the Club to adhere to these By-Laws, all Notices, Golf Etiquette and commonly accepted standards of sportsmanship (collectively referred to as "Acceptable Behaviour").

In order to ensure Acceptable Behaviour at all times, a Member who does not observe Acceptable Behaviour may face disciplinary proceedings.

If any person who is not a Member does not observe Acceptable Behaviour, then he or she may be asked to immediately leave the Course and/or Clubhouse by any employee or Director and, if the person objects to or resists the request, the employee or Director may take such reasonable action as they see fit to ensure the person leaves the Course and/or Clubhouse.

All allegations of Unacceptable Behaviour must be made in writing to the General Manager, who shall attempt to deal with the allegation personally unless in the sole opinion of the General Manager, the allegation is considered to be of a nature that requires consideration by the Board.

Where an allegation of Unacceptable Behaviour has been made to the Board:

- a) the Board will usually consider the allegation at its next meeting, however the Board may appoint a committee comprising at least three (3) full Members (none of whom are Members of the Board) as the “Disciplinary Committee” to consider any such allegation;
- b) the Disciplinary Committee may deal with any allegation about the behaviour of a Member at another Golf Australia affiliated golf club in the same manner as if the offending behaviour had occurred at the Club;
- c) the General Manager shall advise the Member that a Disciplinary Committee has been formed to hear an Allegation against the Member and such advice shall include:
  - I. the details of the allegation;
  - II. the date on which the Disciplinary Committee shall conduct a hearing into the allegation;
  - III. the Member’s rights and restrictions during the Disciplinary Committee hearing; and
  - IV. the format and processes the Disciplinary Committee hearing will follow.
- d) the Disciplinary Committee shall consider the allegation within fourteen (14) days from the date the Member was advised that an allegation had been made;
- e) the General Manager shall advise the Member of the outcome of the Disciplinary Committee’s deliberations within seven (7) days of the hearing;
- f) a Member’s legal representative shall not be entitled to attend the meeting of the Disciplinary Committee;
- g) the decision of the Board or the Disciplinary Committee shall be recorded in the minutes of the Board meeting at which the decision was made or announced;
- h) Members have the right to seek clarification of any decisions from the Disciplinary Committee through written communications with the General Manager;
- i) Right of appeal is through Golf Australia’s Member protection policy.

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**BY-LAW 16      Parking Areas**

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Mackay Golf Club property is private property and the roads and parking areas are NOT PUBLIC roads or parking areas. Persons parking on Mackay Golf Club property do so at their own risk.

Mackay Golf Club, its Board & employees do not take any responsibility for any damage to any vehicle including damage by golf balls or loss or damage to property in any vehicle.

The Club recommends you do not leave valuables in your vehicle and the vehicle be locked before leaving it.

Adjacent to the Club house, designated reserved parking has been provided solely for use by Directors, General Manager & Catering Staff.

Where parking for Members, guests and visitors is shown by line marking, parking is only permitted within the confines of the line marked bays.

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**BY-LAW 17      Booking-In Golf Competitions**

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No Member shall alter another Member’s booking without that Member’s prior consent.

No Member shall book in more than four players in any one competition without the prior consent of the Captain. Any such bookings must be for one only tee time and include that Member’s own name.

A Member shall only cancel his/her booking in accordance with the cancellation instructions issued by the Board from time to time.



Cancellations on the day of competition can only be made by contacting the Pro Shop either by telephone or in person.

Any Member who telephones and cancels within one hour of the Member's booked time may be required to provide a written explanation and, if not provided or considered unsatisfactory by the Match Committee, the Board shall have the power to suspend the Member's playing rights to participate in golfing competitions conducted by the Club for a period not exceeding one calendar month.

Any member who telephones and cancels over one hour prior to his booked time on the day of competition will have his name recorded and if this occurs on two or more occasions in any two-month period, the Match Committee shall have the power to suspend the Member's playing rights to participate in golfing competitions conducted by the Club for a period not exceeding one calendar month.

### **Fail to attend for Golf**

Any Member who fails to attend at the booked time will be issued with a letter warning that action may be taken should a further breach occur. In that event, the Member will be required to pay the competition fee applicable to the previous event before the Member is permitted to play in any subsequent event. The General Manager shall have the right to waive enforcement of this provision should the circumstances causing the Member's non-attendance be considered beyond the Member's control.

### **BY-LAW 18      Golf Starter**

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The Club Golf Professional is the official Starter (under the direction of the Club Captain) for all golf at MGC. The Starter has the power to:

- a) book in any Member or visitor in a Club competition provided it is allowed by the Rules of Golf. The Starter reserves the right not to take a specific time booking for a competition on the day of that competition;
- b) move a player or players from their original timeslot into another time slot in order to make up a group. For example, two players can be put with another two players in a nearby slot to make up a foursome;
- c) book a visitor from another club into a competition that is not "open" or "by invitation", if spare time slots exist, subject to the Club Rules & other Golf & Course By-laws. **Note: Visitors cannot book into the Saturday Competition until after 10.00am on the preceding day (unless authorised by the Club Captain or general manager);**
- d) Reserve one or more time slots in the same group for a Member at their request if the Member does not have the required visitor details when booking in. The Member must provide the details according to the Starter's instructions to preserve the slots on the time sheet;
- e) extend the field of a competition by a maximum of two groups if the field is full and Members wish to compete in the competition;
- f) suspend or terminate play by sounding the siren in the event of lightning or extreme weather conditions.

### **BY-LAW 19      Course Marshal**

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A Course Marshal may be appointed at any time. The person may be a Club Golf Pro staff member, a Director, a Member appointed by the Board or Match Sub-committee or the General Manager.

To help speed up play, the Course Marshal has the power to direct players to speed up their play to catch up to the group in front. If they do not do so within a reasonable time, then one of the following may apply:

- a) in an event where the players would not be disqualified for doing so, direct the players to pick up their golf balls and move immediately to the next tee; or
- b) in an event where the players would be disqualified for picking up their golf balls, penalise each player two strokes.

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**BY-LAW 20      Local Rules**

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Local Rules of the Mackay Golf Club are displayed on the official scorecard and on the noticeboard inside the Pro Shop/Starters office and are By-Laws of the Club. The Rule numbers and penalties for breach referred to are the Rules of Golf.

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**BY-LAW 21      Slow Play**

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It is the responsibility of the lowest marker in the group to make sure that their group keeps up with the group in front. In the event a group is falling behind the group in front, the first two players in that group should putt-out and go immediately to the next tee and tee off. The remaining players in the group are then to putt-out and tee-off. Players are to continue repeating this procedure until the group catches up.

Slow play is selfish and disrespectful to players behind. It can also limit social tee times available at the end of the competition, thus costing the club revenue for the remainder of that day.

(Refer to By-Law 19 COURSE MARSHALL for Slow Play Penalties)

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**BY-LAW 22      Mobile Telephones, Radios and Other Devices**

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Mobile phones may be carried provided they do not disturb the play of fellow golfers. This equipment should be switched to silent or vibration mode so as not to risk offending or disrupting fellow players and breaching golf etiquette.

Members may protest in writing at the end of their round if they consider they have been inconvenienced or unduly had their game disrupted. In the case of a complaint to the Match Committee, the offender risks being disqualified.

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**BY-LAW 23      Flag Raising/Lowering- Funerals**

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Both the Queensland and Australian flags will be lowered to half-mast on the day of a funeral for a deceased Member of the Mackay Golf Club or befitting dignitary. The flag can be raised the following morning.

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**BY-LAW 24      Major Changes or Major Alterations to the Course Layout**

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Any future major changes or major alterations to the course layout or design by the Board must be posted on the notice Board in the Clubhouse and advised to the members in plan form through the website or newsletter.

The notice must be up for discussion for a minimum of 28 days.

Major changes or alterations to the course are defined as:

1. The change in position of green
2. The change in position or direction of a fairway
3. The construction or alteration of any water hazard with the changes covering more than 100 metres squared.

Note the repositioning of a bunker or hazard, the construction or change to an existing bunker is not considered a major alteration (not excluding clause 3 above).

**BY-LAW 25 Prize Run Down/ Ball Run Down**

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**MACKAY GOLF CLUB INC**

**BY-LAW No. 25**

**1. Title**

This By-Law shall be referred to as:

“Club & Intraclub/Sub-Committee Run Competitions, Prize and Ball Pool Rundown Structures and Allocation of Competition Funds”.

**2. Repeal of Existing By-Law**

The By-Law numbered 25 existing at the date of the approval of this By-Law is hereby repealed on and from the date referred to in Item 10 of this By-Law.

**3. Authority**

This By-Law is made pursuant to the authority provided by Rule 7.2 of the Rules of Mackay Golf Club Inc.

**4. Meaning of Words & Phrases in this By-Law**

“Act” means the Associations Incorporation Act (Qld) as amended from time to time;

“Authorised” means, so far as relates to Intraclubs/Sub-Committees, those as are approved and authorised by the Board, to conduct competitions and events using the facilities of MGC, from time to time;

“Club” means MGC

“Board” means the duly elected Board of MGC from time to time;

“Competition” means any competition controlled, regulated or conducted by the Club or any authorised Intraclub/Sub-Committee;

“Excess Funds” means the unused balance of a Joint Account (less any anticipated expenditure and general float moneys normally required in the operation of the Joint Account) that is available to be expended against the cost of any proposed Club project;

“Fees” means the moneys paid by players to play in any Competition;

“Fees

Distribution” means the amount distributed to an I/SC by the Club from moneys collected as Competition Fees after deduction of the value of allocated Prizes;

- “Funds” means that proportion of Competition Fees as are distributed to the I/SCs in accordance with the provisions of this By-Law;
- “I/SCs” means all Authorised Intraclubs/Sub-Committees;
- “Joint Account” means an account into which Fees Distributions are to be deposited and applied as set out in this By-Law;
- “Manager” means the appointed Manager of the Club from time to time;
- “Match Committee” means the committee appointed by the Board from time to time to oversee the conduct and operation of Competitions;
- “Member” means a member of the MGC;
- “MGC” means Mackay Golf Club Inc.;
- “Notice Board” means the designated board where the Club displays notices for the information of its members;
- “Players” means those golfers playing in any Competition;
- “Prize(s)” means all prizes awarded to Players and includes Ball Pool Rundowns or Pin Shots (not being part of the Pro Pins) or any other trophy, or benefit whatsoever awarded from a Competition;
- “Prize Schedule” means the applicable schedule for a Competition as adopted by the Club or I/SCs and displayed on the Club’s Notice Board at least seven days prior to that Competition being held. The Schedule shall be in the format as prescribed by the Match Committee from time to time;
- “Professional” means the Golf Professional of the Club;
- “Schedule of Events” means the schedule prepared by the Match Committee setting out the type and details of all Competitions and events to be conducted by the Club and I/SCs throughout the year;
- “Year” means the Club’s financial year.

## **5. Reason for By Law**

In addition to competitions generally conducted by the Club, a number of I/SCs also conduct competitions using the MGC owned facilities. With the intent of keeping members and visiting players apprised of the manner in which prize allocation for Competitions is determined, and to maintain a degree of uniformity in prize allocation, it is necessary to record how the process is determined and how the funds raised from Competitions are applied, distributed and used and that such funds are managed in accordance with the requirements of the Act and MGC Rules.

## **6. By Law Provisions**

### **PART A Introduction**

### **(A.1) General**

1. MGC acknowledges the important role that I/SCs play in the promotion, encouragement, and fostering of the game of golf and the generous contributions those I/SCs make towards improvement of MGC assets and facilities.

#### **Fees**

1. The Club sets and collects the Fees payable by players for Competitions. These Fees are the standard Fees payable for Competitions in general, however may be varied by the Club from time to time for Major Competitions or Events.

2. In cases where a Competition is conducted by the Club, no Funds will be distributed to the I/SC Accounts.

3. In cases where a Competition is conducted by I/SCs, Funds shall be distributed by the Club, from the collected Competition Fees to the relevant I/SC as may be agreed between the Club and the I/SCs from time to time.

4. For the sake of clarity and certainty, at the time of passing of this By-Law, standard Competition Fees amount to \$15.00 per player with \$11.00 retained by the Club and Distribution Fees of \$4.00 allocated by the Club to the relevant I/SC for allocation of all Prizes, with the balance remaining after the cost of Prizes, being deposited to the relevant Joint Account.

5. Should the amount of standard Competition Fees increase in the future, the Club and the I/SCs shall renegotiate the amount of the allocation of Fees referred to in Item 3 with the intent that a similar proportional split of the Fees be maintained.

6. Prizes allocated by an I/SC for any Competition shall be generally for an amount in the order of 75% of its Funds however, if appropriate, an I/SC may increase the percentage up to the amount of 80% of the Funds available for that Competition. The prior approval of the Club Manager or Club Captain shall be required where Prizes in any competition are for an amount greater than 80% of its Funds available for that Competition.

### **(A.2) Club Sponsorship Distribution**

1. Where the Club has obtained sponsorship, it shall be entitled to apply a proportion of that sponsorship for its own purposes to compensate generally for its time and costs relating to event naming rights, promotion, sponsorship package benefits and the like. The proportion of sponsorship to be allocated to the Club may vary depending on the sponsorship arrangements however will generally be in the order of thirty percent of the total amount of sponsorship.

2. Where the Club obtains sponsorship for Competitions conducted by the Club, no moneys shall be distributed from that sponsorship to the I/SCs.

3. Where the Club obtains sponsorship for Competitions conducted by the Club as well as identified I/SC competitions, one third of the sponsorship shall be the entitlement of the MGC with the balance of the sponsorship being allocated between the sponsored Competitions.

4. As a general rule of thumb, one third of the balance of sponsorship will be applied to the Club Competition with the remainder being divided amongst the I/SC Competitions. (Example: The Club has arranged sponsorship of \$900.00 for Monthly Medal Competitions for the Saturday Club Competition, Ladies Wednesday Competition and The Thursday Players Competition. The \$900.00 would be allocated as \$300.00 to MGC; \$300.00 towards the Saturday Club Competition; \$200.00 towards the Thursday Player Competition and \$100.00 towards the Ladies Wednesday Competition. The allocations in this example generally takes into account the numbers of players competing on those days.)

5. In events where sponsorship has been obtained by the Club for a Competition conducted by the Club or where the Club has obtained sponsorship for Competitions conducted by the Club and I/SCs, the Club is responsible to the Sponsor for the costs applicable to any signage to be erected around the Course and any sponsors package expenses such as green & Competition Fees, food and beverage expenses etc.

### **(A.3) Joint Accounts**

1. For the purposes of compliance with the Act and the Club Rules, all moneys held in a Joint Account are the property of MGC.
2. Notwithstanding the provisions of Clause 1 of this section, the moneys held in that account from time to time, shall be jointly managed by MGC and the respective I/SC and shall be used and applied in accordance with the provisions of this By-Law.
3. All Joint Accounts shall be styled "Mackay Golf Club Inc – "Insert I/SC Name" Account.
4. Authorised signatories to a Joint Account shall be a representative of the relevant I/SC together with the Club Manager and MGC Treasurer.
5. For the general operation of the Joint Account, the signatures/approval of the I/SC and Club Manager shall both be required for each separate transaction.
6. The purpose of the inclusion of the MGC Treasurer as a signatory is to comply with the requirements regarding ownership and control of the funds by MGC. Notwithstanding this provision, the MGC Treasurer shall only exercise that role where the Club Manager is unavailable, or where there are exigent circumstances requiring immediate attention, or to rectify a circumstance where an impasse between the other signatories has arisen.
7. All Funds distributed to the I/SC are to be deposited into the Joint Account. For the sake of clarity, it is only Funds that are collected by the Club and distributed by the Club that must be deposited to the Joint Account. This does not prevent an I/SC from having its own account and depositing to that account its own monies which may include (but is not limited to) sponsorship funding, donations and membership fees.
8. Other than sponsorship funding belonging to an I/SC, all sponsorship moneys obtained by an I/SC which have not been expended in Prizes must be deposited into the Joint Account.
9. The appointed signatory of the I/SC shall have unrestricted viewing access to the Joint Account for that I/SC.

### **PART B Competitions Conducted by MGC**

1. The Club shall provide to the Professional and display on the Notice Board the Prize Schedule for each Competition conducted by the Club.
2. The Club, through its arrangements with the Professional, shall collect all Competition Fees.
3. The Club shall distribute Prizes in accordance with its Prize Schedule for that particular Competition.
4. Where appropriate, Prizes shall be allocated by the Club directly to the Player's Membership card.
5. Where the event is a Club arranged sponsored event, subject to the consent of the sponsor, the Club may allocate the sponsorship to the Prize Schedule and deduct that amount from the amount of Prizes otherwise available for distribution for the Competition.

6. It is noted that, in some instances, sponsors may specifically direct the manner in which Prizes are to be allocated and that this is the prerogative of the sponsor. Where this is the case in any event, the Club shall note these details on the Prize Schedule for that Competition.
7. Where a special event is fully sponsored, all Prizes will be applied from the sponsorship moneys and the Club shall not contribute to the Prizes from Fees collected for that Competition.

**PART C Competitions Conducted by I/SCs**

1. The I/SC shall provide to the Professional and display on the Notice Board the Prize Schedule for each Competition conducted by the I/SC.
2. The Club, through its arrangements with the Professional, shall collect all Competition Fees, provide staff, facilities and services necessary to conduct the Competition, and attend to payment of prizes. The I/SC will where necessary or appropriate, provide such assistance to the Club as required.
3. The I/SC authorises the Club to distribute on its behalf, Prizes in accordance with the I/CS Prize Schedule for that particular Competition.
4. Where appropriate, Prizes shall be allocated by the Club directly to the Player's Membership card.
5. After each Competition, the Club shall cause to be deposited to the Joint Account the balance of the Funds after deduction of the amount of the Prizes determined in accordance with the Prize Schedule.
6. Where the event is an I/SC arranged sponsored event, subject to the consent of the sponsor, the I/SC may allocate the sponsorship to the Prize Schedule and deduct that amount from the amount of Prizes otherwise available for distribution for the Competition.
7. It is noted that, in some instances, sponsors may specifically direct the manner in which Prizes are to be allocated and that this is the prerogative of the sponsor. Where this is the case in any event, the I/SC shall note these details on the Prize Schedule for that Competition.
8. Where a special event is fully sponsored, all Prizes will be applied from the sponsorship moneys and the I/SC shall not be required to contribute to the Prizes from Funds received from the Club for that Competition.

**PART D General Provisions**

1. Each I/SC shall be entitled to have a representative on the Match Committee.
2. Each I/SC will make reasonable efforts to obtain sponsorship for its events throughout the year.
3. Each I/SC will provide the Board with a copy of its Prize and Ball Rundown system used in its competitions, with a view to determining a uniform system to apply to Club and I/SC Competitions.
4. For consistency with other Club Member sponsored events (e.g., Christmas parties, major competition event lunches etc.), the Club will assist I/SCs with subsidisation of the cost of approved events held by the I/SCs.
5. Each I/SC will liaise with the Match Committee in determining its calendar of events throughout the year for inclusion in the Club's Schedule of Events.
6. With the support of MGC, each I/SC is entitled to call upon funds held in its respective Joint Account to promote, encourage and foster the game of golf and encourage social life between Members.

7. Each I/SC will, when deemed necessary, notify MGC of its requirements to draw on funds from the Joint Account to meet costs and expenses of its events or other approved expenditure. MGC will not withhold consent for the release of funds for any reasonable request for release of funds to meet the costs and expenses of an I/SC. The I/SC and Club will in good faith fairly discuss the request for release of funds.

#### **PART E Excess Joint Account Funds**

1. At the conclusion of each year, it is intended that Excess Funds held in any Joint Account will be transferred to the account of MGC for the benefit of all Members of the Club.
2. At the commencement of each year, the Board will provide to the I/SCs a list of proposed Club projects where it is preferred to expend Excess Funds held in any Joint Account.
3. When appropriate, MGC shall provide to each I/SC copies and details of quotations and invoices relevant to any proposed Club project for consideration and acceptance.
4. It shall be the decision of an I/SC as to which proposed Club project the Excess Funds are to be applied.
5. Where an I/SC approves the application of Excess Funds, those Funds will be transferred to the account of MGC.
6. In all cases where Excess Funds have been transferred from a Joint Account, MGC shall acknowledge receipt of those funds by publication of the amount of Funds made available, the purpose to which those funds have been applied and the I/SC that provided those Funds.

#### **7. Prizes and Accounts**

1. Other than specific prizes (non-cash prizes), all prizes and ball allocations will be credited to the relevant Member's accounts upon finalisation of the Competition.
2. The process of the prize and ball allocation to the Member's accounts will be attended to by the pro-shop on the day of the Competition.
3. In any Competition where specific prizes are given, details of the specific prizes are to be listed on the Prize Schedule for that Competition.
4. Other than conditions relating to weather or exigent circumstances, all conditions of play must be included on the Prize Schedule for that Competition.
5. Any prizes allocated to Member's accounts may be spent in the bar, spike bar, kitchen or pro-shop.
6. No expiry date shall apply in relation to any prizes allocated to Member's accounts.

#### **8. Application of By-Law**

This By-Law shall apply to all members and non-members of the Club alike that are competing in any Competition.



**9. Effective Date**

This By-Law shall be deemed to be effective on the day following the Approval Date referred to on Item 10.

**10. Approval by Board**

Approved and passed by the Board at its Board Meeting held on 16th day of March, 2021.

**11. Certification**

Certified as a true and correct copy of the approved By- Law by

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Max Direen

President

**By-Law 26**

**Scope**

The Mackay Golf Club seeks with this overarching policy to clarify its position and its treatment of a PGA Member seeking to:

Option 1. Play socially on a completely irregular and infrequent pattern or,

Option 2. Play a more structured and regular basis or,

Option 3. Become a financial playing member of the Mackay Golf Club.

**Option 1 – Play socially on a completely irregular and infrequent pattern**

A PGA Member seeking to play socially at the Mackay Golf Club on an irregular basis will with the Clubs prior permission be granted full and free use of the course and its facilities. By way of explanation and clarity - *Irregular basis* is to be understood and considered as playing less than once per month and no more than six (6) such uses in any rolling twelve-month period.

***The PGA Member in this category must without exception report to the Pro-Shop to sign the player registration form on every occasion they use the course facilities***

**Option 2 – Play a more structure and regular basis**

A PGA Member seeking to play socially at the Mackay Golf Club on a more regular and structured basis will with the Clubs prior permission be granted full access to the course and facilities at the current “non-bulk” member green fee.

**NOTE:** The “non-bulk” green fee is reviewed by the MGC Board annually and adjusted accordingly. By way of example the FY18 fee is \$11 for nine holes and \$17 for eighteen holes. By way of explanation and clarity – *Regular basis* is to be understood and considered as playing more than once per month and no more than twelve (12) uses in any rolling twelve-month period.

***The PGA Member in this category must without exception report to the Pro-Shop to sign the player registration form on every occasion they use the course facilities***

Further to the above a PGA Member in this category may if they choose, compete in the Clubs midweek competition up to twelve (12) times in any rolling twelve-month period. Such play will be subject to payment at the normal “non-bulk” member green and competition fees. Competition fees are reviewed annually by the MGC Board.

### **Option 3 – Become a financial playing member of the Mackay Golf Club**

A PGA Member who with a written application to the Mackay Golf Club Board seek to become a financial member of the Club and therefore become eligible to compete in and win a ball in the rundown of regular Club midweek competitions on as many occasions as they choose including a weekend competition event (See NOTE 1 & 2 below).

Subject to the provision of appropriate written evidence identifying the applicant is a full financial member of the PGA, that PGA Member will at the discretion of the MGC Board be eligible to receive up to 50% discount off the full “non-bulk” member annual subscription fee. By way of explanation and for clarity the green and competition fee mentioned in Option 2 above will apply should the application be approved by the MGC Board.

**NOTE 1:** Play on a weekend will not be granted to a PGA Member at the expense of a full paying member.

**NOTE 2:** A PGA Member may subject to the conditions in NOTE 1 be eligible to compete in but not be eligible to win any Monthly Medal event, any Open event, any Honour Board events or any other event as determined by the MGC from time to time.

The PGA and MGC financial member in this category will be required to provide the MGC Board with written evidence of their current PGA handicap and allow the Club to manage in an ongoing capacity such handicap based on upon application of the existing amateur “Golflink” handicapping methodology.

### **Conclusion**

At all times the MGC Board has sole discretion in its decision making and may vary any conditions of this Policy or withdraw this Policy without notice. The MGC Board will however as soon as practicable, advise an affected party of any changes to the Policy or reasoning for the withdrawal of the Policy.

At all times the PGA Member must abide by the MGC Membership Code of Conduct and any breach may result in suspension and/or expulsion from the Club without prior written advice. The MGC Board will provide advice detailing its reasons for the action taken as soon as practicable and allow the PGA Member the opportunity to respond.

*It should be noted that the PGA Member contracted to the Club as Club Professional and any such PGA Member/s employed by the Club Professional PGA Member are exempt from the conditions of this Policy.*

