



**BY-LAWS OF
ROYAL AUTOMOBILE CLUB OF VICTORIA (RACV) LTD**

A.C.N. 004 060 833

AS AMENDED BY THE RACV BOARD
26 August, 2020

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CLUB BY-LAWS

1. GENERAL PROVISIONS

1.1 Definitions

In these Club By-Laws unless the contrary intention appears:

- (a) **Articles** means the Articles of Association in force from time to time.
- (b) **Board** and **Board of Directors** means the Directors of the Club in Office for the time being or a quorum of the Directors present at a meeting of the Board of Directors.
- (c) **Child** means a person under the age of 18 years.
- (d) **Club Member** means Ordinary Members, Honorary Members and Associate Corporate Members of the RACV Club.
- (e) **Club and Membership Committee** means a sub-committee of the Board to which the Board has delegated certain of its powers for the time being (or such other Board sub-committee as may be responsible for enforcing these Club By-laws, from time to time).
- (f) **Club Premises** means any Club premises holding a Full Club Licence under the Liquor Control Reform Act 1998.
- (g) **Manager** means the General Manager responsible for Club Membership and/or the operations of the Club Premises for the time being or their respective delegates.
- (h) **Membership Application** means a form issued by the RACV Club containing details as may be determined from time to time by the RACV Club to be completed by a person seeking to become a Club Member in accordance with these By-Laws.
- (i) **Ordinary Member** is defined in Article 10 of the Articles and means a Town Member, Country Member, Interstate Member, Associate Member or Life Member.
- (j) **Reciprocal Member** means a person entitled to the use of RACV Club facilities by reason of their membership of a club having reciprocal arrangements with the RACV Club in respect of their respective Members.
- (k) **Years of membership** means any period of membership, including the aggregation of separate periods.
- (l) **Primary Place of Residence** means the address at which the Member (or prospective Member) is registered on the Australian Electoral Roll.

1.2 Objects and Powers

These Club By-Laws are binding on every Member, guest or other person on Club Premises. The Manager, without prejudice to any other right of the RACV Club, may expel or remove any person breaching these By-Laws. A breach of these By-Laws by a guest will be deemed to be a breach by the Member who introduced such guest.

1.3 Regulations

The Board, Club and Membership Committee or the Manager may make, vary or repeal regulations not inconsistent with the Memorandum, Articles or By-Laws for regulating the daily operation of the Club Premises and the conduct of Members, guests and others therein.

2. CATEGORIES OF CLUB MEMBERSHIP

2.1 Town Members

A Town Member is an Ordinary Member who resides in Victoria and whose primary place of residence is:

- (a) within a 50 kilometres radius of the Melbourne Town Hall; or
- (b) within postcode 3777; or
- (c) not within a 50 kilometres radius of the Melbourne Town Hall or within postcode 3777, but whose application for Town Membership has been accepted by the Club and Membership Committee in its absolute discretion.

2.2 Country Members

A Country Member is an Ordinary Member who resides in Victoria and whose primary place of residence is outside a 50 kilometres radius of the Melbourne Town Hall and not within postcode 3777.

2.3 Interstate Members

An Interstate Member is an Ordinary Member whose primary place of residence is outside the State of Victoria (including overseas).

2.4 Associate Members

An Associate Member must be:

- (a) a spouse or partner of an Ordinary Member other than an Associate Member;
- (b) a widow or widower of a deceased Ordinary Member other than an Associate Member;
- (c) a child or grandchild of an Ordinary Member who is aged between 18 and 27 years; or

- (d) any other person that the Club and Membership Committee at its absolute discretion determines is eligible or ineligible to be an Associate Member.

2.5 Associate Corporate Members

An Associate Corporate Member must be a natural person who the Club and Membership Committee determines is an employee, director, officer, partner, consultant to, member of, or associated with a person or any other entity that the Club and Membership Committee approves for participation in the associate corporate program.

The Club and Membership Committee may in its absolute discretion determine that a natural person is eligible or ineligible to be an Associate Corporate Member. The Club and Membership Committee may make a decision pursuant to this By-Law without giving any reason to a membership applicant or any other person.

2.6 Life Members

Subject to Article 11, the Club and Membership Committee may grant Life Membership of such a category of membership as it considers appropriate to any person, who in the opinion of the Club and Membership Committee, has rendered valuable services to the RACV Club whether in the capacity of Member, patron, consultant, officer, employee or otherwise.

A Life Member is an Ordinary Member and is notwithstanding any other provision entitled to all the privileges of membership for life.

2.7 Honorary Members

Subject to Article 14, the Club and Membership Committee may admit the following persons as Honorary Members:

- (a) the Patron or Patrons of the club while so serving; and
- (b) such other persons as the Club and Membership Committee in its discretion determines and then on conditions that membership be for a period not exceeding 12 months and that membership may be revoked at any time.

Except as provided in these By-Laws and the Articles no person shall be admitted as an Honorary Member.

Honorary Members are entitled to all the privileges of Ordinary Membership except they are not entitled to:

- (c) Vote at any election of Directors; and
- (d) Vote on any resolution at any General Meeting.

2.8 Temporary Members

Subject to Article 15, the Club and Membership Committee may admit the following persons as Temporary Members:

- (a) members of clubs with reciprocal arrangements with the RACV Club;
- (b) persons who have applied for membership of the club and whose applications are pending; and
- (c) persons visiting the club for the purpose of engaging in competitive sport with Members.

Temporary membership may be granted for a period not exceeding one month and that membership may be revoked at any time.

3. ELIGIBILITY CRITERIA AND ADMISSION OF CLUB MEMBERS

3.1 Eligibility Criteria

Subject to the Articles and the By-Laws, and in addition to any other eligibility criteria prescribed for admission as a Club Member, the applicant must:

- (a) in the case of a natural person, be at least eighteen years of age;
- (b) not be a bankrupt;
- (c) be honest and a person of good repute; and
- (d) not have been convicted of an indictable offence in the past 10 years.

3.2 Nomination and Election

In addition to any other condition that may be prescribed, the conditions for admission as a Club Member are:

- (a) All applications must be made in writing on a Membership Application as may be prescribed from time to time.
- (b) All applicants must be proposed by a financial Ordinary Member.
- (c) All applicants (other than Associate and Associate Corporate Members), must be seconded by a financial Club Member.
- (d) Applicants for Associate or Associate Corporate Membership do not require a seconder.
- (e) Applicants will be approved by the Club and Membership Committee or its delegate subject to the payment of the prescribed fees.

3.3 Objections

Ordinary Members have the right to object to the election of any applicant. All such objections must be in writing and forwarded to the Chairman of the Club and Membership Committee prior to the date upon which the application is considered.

3.4 Transfer of Membership

- (a) Subject to Article 7, the Club and Membership Committee or its delegate may approve, on such terms as it may determine, the transfer of a member's membership to any person entitled to apply for membership and upon such approval the Club and Membership Committee shall remove the transferor from the Register and enter the transferee in the Register.
- (b) Subject to Article 7, the Manager may approve, on such terms as may be determined, the transfer of a Member from one category of membership to another category for which they are eligible provided that no such transfer will entitle the Member to a proportionate refund of any subscription paid or due.
- (c) Membership numbers are unable to be transferred between Members.

3.5 Absentee Members

A Club Member may at any time apply to the Manager to transfer to the list of Absentee Members. The Manager may at their discretion permit such a transfer and then on such conditions, including payment of any fee, as may be prescribed. An Absentee Member is not entitled to any of the rights or privileges of membership and ceases to be a Club Member for all purposes. Years of membership will continue to accrue for Absentee Members.

4. CLUB MEMBERSHIP FEES AND SUBSCRIPTIONS

4.1 Determination of Fees and Subscriptions

The Club and Membership Committee may from time to time determine the entrance fees or annual subscriptions payable by each category of Member. In addition to an entrance fee and annual subscription, the Club and Membership Committee may in its discretion levy fees to access facilities, such as a gym access fee or golf season pass.

4.2 Obligation to pay Annual subscription

The annual subscription, including any entrance fee, of each Club Member is due and payable in advance each year or by such instalments as determined by the Club and Membership Committee from time to time.

4.3 Concessions

Ordinary Members are entitled to have their normal annual subscription reduced as follows:

Upon commencement of membership year	Percentage of full subscription payable
25th	75%
40th	60%

The above concessions are not available to Associate Corporate Members.

4.4 Waiver

A Member elected to Life Membership may have their subscription waived from the year in which they are so elected by resolution of the Club and Membership Committee.

5. GENERAL PROVISIONS RELATING TO CLUB MEMBERSHIP

5.1 Use of facilities and services

The facilities and services of the RACV Club and the Club Premises are available for the enjoyment and use of:

- (a) Club Members
- (b) Guests of Club Members, and
- (c) Reciprocal Members.

5.2 Production of Membership Card and verification of identity

- (a) It is a condition of entry to Club Premises that a Member produce a current Club membership card.
- (b) A Member is only entitled to service upon production of a current membership card at the time service is requested.

5.3 Dress

When entering the Club Premises, Members and any guests must be dressed in accordance with such standards determined by the Club and Membership Committee and notified to Members from time to time.

5.4 Children

Children will be admitted into the Club Premises under the supervision of a Member, parent or guardian at any time except for those areas determined by the Club and Membership Committee and notified to Members from time to time.

5.5 Animals

No animal of any kind may be brought onto Club Premises whether by a Member or any other person, except an assistance dog.

5.6 Liquor

- (a) No person in a state of intoxication under either the influence of alcohol or drugs is permitted on Club Premises.
- (b) A guest must not be supplied with liquor in the Club Premises unless in the company of a Club Member.
- (c) Liquor shall not be served to or consumed by any person in the Club Premises at a time or place or in such quantities or manner as shall

constitute a breach of the Liquor Control Reform Act and in particular liquor shall not be served to any person in a state of intoxication.

- (d) No payment shall be made to any officer or employee of the RACV Club by way of commission or allowance from the receipts of the RACV Club for the sale or disposal of liquor.

5.7 Charges for functions

The RACV Club may from time to time determine the nature of the facilities and services to be offered to Members, the charges, if any, to be levied and the hours of availability offered.

5.8 Safe keeping

Where articles are accepted for safe keeping the RACV Club will not be responsible for the loss, theft, destruction or damage of such articles whether occasioned by the negligence, breach of duty or otherwise of the RACV Club, its officers or employees.

5.9 Mobile phones

The use of mobile phones is permitted in all areas of Club Premises except for those areas determined by the Club and Membership Committee and notified to Members from time to time.

5.10 Conduct

The following conduct is prohibited in Club Premises:

- (a) Drunken or disorderly conduct;
- (b) Gambling games of hazard and betting of any description except as permitted pursuant to the Liquor Control Reform Act;
- (c) Use of bad language or behaviour unbecoming a Member;
- (d) Smoking; or
- (e) Use of a drug of dependence as defined by the Drugs, Poisons and Controlled Substances Act.

5.11 Political contact and personal gain

Except where the consent of the Manager, Club and Membership Committee or Board has first been obtained, no person may:

- (a) Form any team, club or body within the RACV Club;
- (b) Canvas for business, or in respect of any political or municipal election or insurance or assurance;
- (c) Use Club Premises as their permanent place of business or business address or that of any other person, firm, company or the like;

- (d) Use Club Premises for display advertising or sale of any article or thing;
- (e) Send an employee out of the Club Premises for any purpose;
- (f) Deface, damage or remove from Club Premises any property belonging to the Club.

6. RIGHTS AND OBLIGATIONS OF CLUB MEMBERS

6.1 Rights are personal

Subject to Article 7, the rights of each Member are personal to that Member and are unable to be transferred to another person.

6.2 Rights of Ordinary Members

Subject to the Articles and By-Laws, Ordinary Members are entitled to:

- (a) enter those parts of the RACV Club as determined by the Club and Membership Committee and notified to Members from time to time;
- (b) attend all General Meetings of the RACV Club; and
- (c) to vote on any resolution at any General Meeting of the RACV Club and vote at any election of Directors in accordance with the Articles.

6.3 Rights of Associate Corporate Members and Honorary Members

Subject to the Articles and By-Laws, Associate Corporate Members and Honorary Members are entitled to:

- (a) enter those parts of the RACV Club as determined by the Club and Membership Committee and notified to Members from time to time; and
- (b) to attend and speak upon resolutions before any General Meeting of the RACV Club (but not to vote thereon except where expressly provided to the contrary under the Articles).

6.4 Misuse of Member's Membership Card

A Member must not lend to another person or permit another person to use the Member's RACV Club membership card to gain access to Club Premises or for any other purpose.

6.5 Regulation of entry of guests

- (a) The names of all guests and the names of Members introducing them shall be recorded in a book kept for that purpose.
- (b) A Member may introduce guests in accordance with any restrictions determined by the Club and Membership Committee and notified to Members from time to time.

- (c) Members are responsible for the conduct of their guests in Club Premises including any expenses incurred or any damage caused by them.
- (d) The RACV Club may refuse to admit any guest without giving any reason.
- (e) The RACV Club may suspend or limit the admission of guests to the Club Premises on any occasion or during any hours.

6.6 Expenses

Subject to By-Law 6.7, Members must pay for every expense they have incurred at the Club Premises before leaving them.

6.7 Club Member Accounts

Credit of 30 days may be extended by the RACV Club. Where accounts are overdue the RACV Club may charge interest on such overdue amount and refuse to supply further credit. Where a Member neglects or refuses to pay any amount due to the club, the provisions of By-Law 7.3 may be applied.

7. RESIGNATION, SUSPENSION OR EXPULSION

7.1 Resigning from Membership

If a Club Member advises the Club in writing that they do not wish to be a Member of the RACV Club, their name will be removed from the Register as soon as is practicable. The Member shall remain liable for any debt due to the RACV Club.

7.2 Suspension, Reprimands and Fines

Without prejudice to the rights of the Board to expel members pursuant to Article 6 of the Articles of Association, the Club and Membership Committee may suspend, reprimand or levy a fine not exceeding fifty dollars on any Member found in breach of Club By-Law 5.10. In the event of the Club and Membership Committee suspending a Member:

- (a) no proportionate refund of the subscription from the date of suspension to the date of reinstatement of the Member is payable by the RACV Club;
- (b) the Member shall on demand return to the RACV Club any membership identification and any other documents issued by the RACV Club during the period of suspension;
- (c) the Member may not exercise any right under the Articles of Association or By-Laws of the RACV Club during the period of suspension including the right to vote pursuant to Article 18 of the Articles of Association.

7.3 Misconduct of Members

Where a Member:

- (a) neglects or refuses to pay any amount due to the RACV Club, whether in respect of goods, services or otherwise; or
- (b) refuses or neglects to comply with these By-Laws or the Articles of Association; or
- (c) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with their creditors, or makes any assignment of their estate for their benefit; or
- (d) is convicted of an indictable offence; or has been guilty of conduct unbecoming a member or prejudicial to the interests of the RACV Club,

the RACV Club may:

- (e) suspend or limit any right or privilege of membership or access to services; or
- (f) subject to the provisions of Article 6 of the Articles of Association, expel the Member.

7.4 Recognition of Years of Membership (YOM)

- (a) When a member is expelled from the Club, upon their return to the Club, their YOM will be reset to zero.
- (b) When a member resigns or, is suspended, from the Club, their YOM will be retained at the level prior to their suspension/resignation.

SERVICE MEMBERSHIP BY-LAWS

Definitions

1. In these Service By-Laws unless the contrary intention appears:

“Articles” means the Memorandum and Articles or Association of the Club in force from time to time.

“By-Laws” means the By-Laws of the Club in force from time to time.

“Club” means the Royal Automobile Club of Victoria (RACV) Limited (ACN 004 060 833).

“Eligibility Criteria” means the criteria for eligibility to be a Service Member as set out in By-Law 2 of these Service Membership By-Laws.

“Member” means any person entered into the Register as a Member for the time being of the Club.

“Person” means a natural person, corporation, association whether or not incorporated or a partnership.

“Register” means the Register of Members of the Club and includes any branch register.

“Relationship Member” means a person entered into the Register as a Relationship Member.

“Relationship Membership Eligibility Criteria” has the meaning given to the term "Eligibility Criteria" in the Relationship Membership section of the By-Laws.

“Relationship Product” has the meaning given in the Relationship Membership section of the By-Laws.

“Service Member” means a person entered into the Register as a Service Member.

“Service Membership Product” means any of the following products offered by the Club:

- Roadside Care
- Extra Care
- Total Care
- Fleet Care
- free2go
- Bike Assist
- Emergency Wheelchair and Scooter Assist
- Personal Membership.

Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Eligibility Criteria for Service Membership

2. Subject to the Articles and the By-Laws, a person is eligible to be a Service Member if the person:
- (i) holds a Service Membership Product; and

- (ii) is not in breach of any financial obligation to the Club in respect of that Service Membership Product.

In addition, the Club may in its absolute discretion determine that a person is eligible or ineligible to be a Service Member notwithstanding that the person does or does not satisfy the criteria set out above. The Club may make a decision pursuant to this By-Law without giving any reason.

Admission of Service Members

3. Any person who:
- (i) satisfies the Eligibility Criteria; and
 - (ii) has not advised the Club in writing that he or she does not wish to be a Member,

will have his or her name entered into the Register as a Service Member:

- (i) upon receipt by the Club of the first payment payable in relation to the first Service Membership Product purchased by the person, or as soon as practicable thereafter; or
- (ii) at any other time determined by the Club in its absolute discretion.

General Provisions relating to Service Membership

4. If a Service Member advises the Club in writing that he or she does not wish to be a Member of the Club, his or her name will be removed from the Register as soon as is practicable.
5. Notwithstanding any other By-Law, a person may only have their name entered onto the Register once. Therefore if a person's name is entered on the Register and he or she subsequently comes to satisfy the Eligibility Criteria, his or her name will not be entered into the Register again. Where, however, a person is eligible to have his or her name entered into the Register pursuant to more than one category of membership, the Club may determine which category of membership is to be recorded against that person's name in the Register, and may, subject to these By-Laws, change the membership category recorded against a person's name in the Register when the circumstances giving rise to the person's eligibility to be recorded in the Register change.
6. If a body corporate or unincorporated association satisfies the Eligibility Criteria, then that body corporate or an unincorporated association must nominate an authorised representative. The name of the authorised representative will be entered into the Register on behalf of that body corporate or unincorporated association.

Rights and obligations of Service Members

7. In addition to the rights, privileges, benefits and obligations set out in the Articles, Service Members are entitled to the rights, privileges and benefits, and are subject to the obligations determined from time to time by the Board.

8. The rights, privileges, benefits and obligations relating to a Service Membership Product are as determined from time to time by the Board, or by any person or persons to whom the Board delegates this power. The Board, or the person or persons to whom the Board delegates the power must ensure that the rights, privileges, benefits and obligations relating to a Service Membership product are available in written form to Service Members.

Cancellation or suspension of Service Membership

9. If a Service Member ceases to hold a Service Membership Product, his or her Service Membership may be cancelled at any time thereafter.
10. If a Service Member ceases to hold a Service Membership Product, the category of membership recorded against that person's name in the Register may be changed to Relationship Member. Unless such a person satisfies the Relationship Membership Eligibility Criteria within 90 days of ceasing to hold a Service Membership Product, the person's Relationship Membership may be cancelled at any time thereafter.
11. Where a Service Member:
- (i) neglects or refuses to pay any amount due to the Club, whether in respect of goods, service or otherwise; or
 - (ii) refuses or neglects to comply with these By-Laws or the Articles; or
 - (iii) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his creditors, or makes any assignment of his estate for their benefit; or
 - (iv) is convicted of an indictable offence; or
 - (v) has been guilty of conduct unbecoming a Member or prejudicial to the interests of the Club,
- the Club may:
- (vi) suspend or limit any right or privilege or access to services; or
 - (vii) subject to the provisions of Article 6 of the Articles, expel the Service Member.
12. Nothing in this Service Membership Section of the By-Laws limits the ways in which a person's membership may be cancelled or suspended, nor the way in which the benefits available to that person from the Club may be suspended, cancelled or otherwise modified in accordance with:
- (i) the By-Laws; or
 - (ii) the Articles; or
 - (iii) the terms and conditions of any Service Membership Product held by that person; or
 - (iv) any other relevant Club rules and policies from time to time.

RELATIONSHIP MEMBERSHIP BY-LAWS

Definitions

1. In these Relationship Membership By-Laws unless the contrary intention appears:

"Articles" means the Memorandum and Articles of Association of the Club in force from time to time.

"By-Laws" means the By-Laws of the Club in force from time to time.

"Club" means the Royal Automobile Club of Victoria (RACV) Limited (ACN 004 060 833).

"Conversion Date" means 17 November 2006.

"Eligibility Criteria" means the criteria for eligibility to be a Relationship Member as set out in By-Law 2 of these Relationship Membership By-Laws.

"Member" means any person entered into the Register as a Member for the time being of the Club.

"Person" means a natural person, corporation, association whether or not incorporated or a partnership.

"Relationship Member" means a person satisfying the Eligibility Criteria and entered into the Register as a Relationship Member.

"Register" means the Register of Members of the Club and includes any branch register.

"Relationship Product" means the following products sold by the Club:

- (i) the following types of Insurance:
 - (A) Motor;
 - (B) Home and Contents;
 - (C) Caravan, Motor Cycle and Boat;
 - (D) Commercial (including farm); and
 - (E) Landlord's;
- (ii) Monitored Home Security;
- (iii) Personal Loans;
- (iv) Secured Notes (Debentures);
- (v) Emergency Home Assist;
- (vi) RACV Golf Membership;
- (vii) One Lifestyle Membership Torquay;
- (viii) Torquay Golf Club Membership (*excluding Junior Torquay Golf Club Members*); and
- (ix) Any other product or service that may be approved from time to time by the Managing Director/Chief Executive Officer as a relationship product and included in a register of relationship products and services.

Eligibility Criteria for Relationship Membership

2. Subject to the Articles and the By-Laws, a person is eligible to be a Relationship Member if the person:
- (i) holds a Relationship Product; and

- (ii) is not in breach of any financial obligation to the Club in respect of that Relationship Product.

In addition, the Club may in its absolute discretion determine that a person is eligible or ineligible to be a Relationship Member notwithstanding that the person does or does not satisfy the criteria set out above. The Club may make a decision pursuant to this By-Law without giving any reason.

3. If a Relationship Product is held in the name of two or more persons, all of those persons satisfy the Eligibility Criterion in By-Law 2(i) above.

Admission of Product Members on the Conversion Date

4. Subject to the Articles and the By-Laws, any person who as at the Conversion Date:

- (i) satisfies the Eligibility Criteria; and
- (ii) has not advised the Club in writing that he or she does not wish to be a Member,

will have his or her name entered into the Register as a Relationship Member on the Conversion Date or as soon as practicable thereafter.

Admission of Product Members after the Conversion Date

5. By-Law 6 below applies in relation to the admission of Relationship Members after the Conversion Date.

6. Any person who:

- (i) satisfies the Eligibility Criteria; and
- (ii) has not advised the Club in writing that he or she does not wish to be a Member,

will have his or her name entered into the Register as a Relationship Member upon receipt by the Club of the first payment payable in relation to the first Relationship Product purchased by that person, or as soon as practicable thereafter.

General Provisions relating to Relationship Membership

7. If a Relationship Member advises the Club in writing that he or she does not wish to be a Member of the Club, his or her name will be removed from the Register as soon as is practicable.
8. Notwithstanding any other By-Law, a person may only have their name entered onto the Register once. Therefore if a person's name is entered on the Register and he or she subsequently comes to satisfy the Eligibility Criteria, his or her name will not be entered into the Register again.
9. If a body corporate or an unincorporated association satisfies the Eligibility Criteria, then that body corporate or an unincorporated association must nominate an authorised representative. The name of the authorised representative will be entered into the Register on behalf of that body corporate or unincorporated association.

Rights and obligations of Relationship Members

10. Relationship Members are entitled to the rights, privileges and benefits, and are subject to the obligations, as determined by the Board from time to time.

Cancellation or suspension of Product Membership

11. If a Relationship Member ceases to hold a Relationship Product, his or her Relationship Membership may be cancelled at any time thereafter.
12. Where a Relationship Member:
 - (i) neglects or refuses to pay any amount due to the Club, whether in respect of goods, services or otherwise; or
 - (ii) refuses or neglects to comply with these By-Laws or the Articles; or
 - (iii) becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his creditors, or makes any assignment of his estate for their benefit; or
 - (iv) is convicted of an indictable offence; or
 - (v) has been guilty of conduct unbecoming a member or prejudicial to the interests of the Club,the Club may:
 - (vi) suspend or limit any right or privilege or access to services; or
 - (vii) subject to the provisions of Article 6 of the Articles, expel the Relationship Member.
13. Nothing in this Relationship Membership Section of the By-Laws limits the ways in which a person's membership may be cancelled or suspended, nor the way in which the benefits available to that person from the Club may be suspended, cancelled or otherwise modified in accordance with:
 - (i) the By-Laws;
 - (ii) the Articles; or
 - (iii) the terms and conditions of any Relationship Product held by that person; or
 - (iv) any other relevant Club rules and policies from time to time.

MEETINGS BY-LAWS

1. The chairman of any meeting is responsible to ensure the correct conduct of the meeting in accordance with the Articles of Association.
2. The form of the instrument approving a proxy for the purposes of Article 83(c)(iii) shall be in the form set out in Annexure A to these By-Laws.
3. Where a notice of meeting or other election materials are to be provided to members by electronic means, and a member requests a printed copy of the relevant notice or election materials pursuant to Article 84, the Club will promptly dispatch a printed copy of the relevant notice or election materials to that member.

Meetings By-Laws Annexure A Proxy Form

[Member Name]

[Member Address]

[Member Suburb, State, Postcode]

Member No. []

Appoint a proxy to vote on your behalf

I, being a Member of the Club, hereby appoint:

the Chairman of the meeting

Or

_____ **(name of appointed person)**

or in the event that no individual is named, or that the named individual does not attend the meeting, the Chairman of the meeting, as my proxy to act generally at the meeting and at any adjournment of that meeting on my behalf and to vote in accordance with the following items of business (or as the proxy sees fit, if no directions have been given) at the RACV Annual General Meeting, held at 501 Bourke Street, Melbourne 3000 on

_____ **[date and time of meeting]**

Items of business

(optionally mark to indicate your directions)

		For	Against	Abstain
Item 1	To receive the financial report, directors' report and auditors' report of the Club for the year ending 30 June 20xx.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 2	Directors elected by Ordinary (Club members) VOTE NOT REQUIRED	— —	— —	— —
Item 3	To receive the Returning Officer's report for the Directors elected by Ordinary (Club) members and Service members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 4	[Insert resolution details]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sign

Signature of Member

NOTES

1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and to vote instead of the member. The Proxy need not be a member of the Club.
2. To be valid, this form of proxy, together with the power of attorney or authority (if any) under which it is signed or a certified copy of such power or authority, must be received by the Club by one of the means below:

Please forward Proxy Form:

By post – RACV Club, Level 7, 485 Bourke Street, Melbourne 3000; or

By facsimile – (03) 9944 8762; or

By email to the Board Secretary, mandy_grogan@racv.com.au

PROXY FORMS MUST BE RECEIVED

No later than 48 hours before the time of the meeting or adjourned meeting.

RACV ELECTION BY-LAWS

1. PRELIMINARY

- 1.1 These By-Laws must be read in conjunction with the Memorandum and Articles of Association of the Company and subject to them, will apply to and govern the conduct of any election of Directors.
- 1.2 Words and expressions contained in these By-Laws and occurring also in the Articles of Association unless inconsistent with the context or subject matter have the meaning which they have in the Articles of Association.
- 1.3 In the event of any inconsistency between these By-Laws and the Memorandum and Articles of Association, the Memorandum and Articles of Association prevail, but these By-Laws must not be deemed to be inconsistent with the Memorandum and Articles of Association merely because they deal with the same or a related subject more exhaustively than do the Memorandum and Articles of Association.
- 1.4 Any reference in the Articles of Association or these By-Laws to the Returning Officer must be read to mean and include an Assistant Returning Officer.
- 1.5 In these By-Laws:
- (a) **Company** means Royal Automobile Club of Victoria (RACV) Limited ACN 004 060 833;
 - (b) **Officiating Director** means a Director who is not seeking re-election as a Director who is appointed by the Board to be the Officiating Director for that election;
 - (c) a reference to **ballot paper** means a document that facilitates:
 - (i) direct voting for candidates for the position of director; or
 - (ii) proxy voting for candidates for the position of director by way of appointing the Chairman or Officiating Director (as relevant) as proxy.

2. NOMINATIONS

- 2.1 Nominations of candidates for election as Directors must be in the current form obtained from the Company on the first business day on or after 15 June of the year of the election (**Nomination Form**) and submitted to the Company together with such supporting documentation, including documents evidencing the relevant skills, qualifications and experience of the candidate, as may be required with the Nomination Form before the nomination is valid.
- 2.2 A retiring Director seeking re-election must complete the Nomination Form (other than to obtain the support of 25 Members for their nomination as would otherwise be required under By-Law 2.3(d)) in addition to the signed declaration provided pursuant to Article 36. For the avoidance of doubt, By-Law 2.3(b) will apply to a retiring Director seeking re-election.
- 2.3 In addition to any eligibility requirements set out in or accompanying the Nomination Form (as determined by the Board from time to time) or the Articles of Association, a person wishing to nominate as a candidate for election as a Director must:

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- a) undertake a robust skills assessment as required by the Board from time to time in accordance with the eligibility requirements set out in or accompanying the Nomination Form;
 - b) as required by the Board, participate in an interview before an election panel (comprised of at least one Director not standing for re-election and other such panel members selected by the Board for the purposes of the election). The location, time and process for interviews will be notified by the Company;
 - c) be eligible to act as a company director in accordance with the *Corporations Act 2001* (Cth) and the Articles of Association; and
 - d) ensure that their Nomination Form includes the signature, name, current address and membership number of at least 25 Members entitled to vote in the election (as at 1 March in the relevant year) who support the nomination of the potential nominee. Relationship Members, Associate Corporate Members, Absentee Members, Honorary Members and Golf Members are not eligible to support a person's nomination as a candidate for the purposes of this By-Law 2.3(d).
- 2.4 Each person nominating as a candidate for election as a Director is solely responsible for ensuring that their Nomination Form and all relevant documentation concerning their nomination is accurate, compliant with the Articles of Association and these By-Laws (including in relation to eligibility of proposers) and lodged by the relevant due date. Nomination Forms will not be reviewed prior to the close of the nomination period and an independent third party will be appointed to administer, collate and verify Nomination Forms.
- 2.5 Nomination Forms must be received by the Company no later than 5.00pm AEST on the last business day falling on or before 15 July in the relevant year. Any Nomination Forms received after this time will not be accepted.
- 2.6 A person wishing to nominate as a candidate for election as a Director who fails to comply with the nomination requirements set out in this By-Law 2 will be disqualified as a candidate for election as a Director (unless otherwise determined at the discretion of the Board).
- 2.7 A candidate may withdraw their nomination for election by notification in writing to the Company at any time before the Annual General Meeting.
- 3. BALLOT PAPERS**
- 3.1 When election by ballot is required, voting must be carried out by ballot in such manner as determined by the Board and in accordance with the Articles.
- 3.2 The Returning Officer must make available to Members ballot papers and envelopes for returning ballot papers for use:
- a) in the case of an election of Directors elected by the Ordinary and Service Members pursuant to Articles 31(a)(ii), 31(b)(ii), 32A(b)(ii), 32A(c)(ii), 32A(d)(ii), 32A(e)(ii), 32A(f)(ii) and 32A(g)(ii), by making ballot papers and envelopes available to Ordinary Members and Service Members; and

- b) in the case of an election of Directors elected by the Ordinary Members pursuant to Articles 31(a)(i), 31(b)(i), 32A(b)(i), 32A(c)(i), 32A(d)(i), 32A(e)(i), 32A(f)(i) and 32A(g)(i), by making ballot papers and envelopes available to Ordinary Members,

and such ballot papers will be distributed no later than the second Wednesday in September, with the close of ballot being 2.00pm AEST on the date that is 21 days after the second Wednesday in September.

3.3 The ballot paper must contain:

- a) the names of the candidates whose position on the ballot paper will be determined by lot;
- b) an asterisk denoting a Director standing for re-election;
- c) where in the opinion of the Returning Officer the names of two (2) or more candidates are so similar as to be likely to cause confusion, such other matter as will, in the opinion of the Returning Officer, distinguish them from one another;
- d) directions as to the manner in which (i) the vote is to be recorded, (ii) the ballot paper is to be returned, and (iii) the particulars of a Member are to be recorded;
- e) an option for Members to appoint the Chairman or Officiating Director (as relevant) as their proxy in the ballot; and
- f) any other information considered necessary or appropriate by the Board.

3.4 By-Law 3.3(f) will be satisfied where such directions are set out in material which is to be made available to Members together with the ballot paper.

3.5 The envelope addressed to the Returning Officer must contain such details identifying the Member as prescribed from time to time by the Board. The envelope may be pre-paid.

3A. NOTICES AND ELECTION MATERIALS

3A.1 Where a notice of meeting or other election materials are to be provided to members by electronic means, and a member requests a printed copy of the relevant notice or election materials pursuant to Article 84, the Company will promptly dispatch a printed copy of the relevant notice or election materials to that member.

3A.2 Personal contact details of candidates for election (if provided by a candidate) will not be provided to members with election materials (unless specifically requested by that candidate). Queries received by the Company during the voting period addressed to a candidate will be forwarded to that candidate for response.

4. VOTING

- 4.1 No Member is entitled to vote save in accordance with such rights of voting as are conferred on him or her by the Articles of Association.
- 4.2 Despite the fact that a Member may have more than one vehicle nominated on his or her membership record, that person will be deemed as a single Member for the purposes of these By-Laws.
- 4.3 Where election by ballot is required, the Company shall make ballot papers available to Members no later than the second Wednesday in September and voting will commence:
- a) in the case of an election of Directors elected by the Ordinary and Service Members pursuant to Articles 31(a)(ii), 31(b)(ii), 32A(b)(ii), 32A(c)(ii), 32A(d)(ii), 32A(e)(ii), 32A(f)(ii) and 32A(g)(ii), from the date the ballot papers are made available; and
 - b) in the case of an election of Directors elected by the Ordinary Members pursuant to Articles 31(a)(i), 31(b)(i), 32A(b)(i), 32A(c)(i), 32A(d)(i), 32A(e)(i), 32A(f)(i) and 32A(g)(i), from the date the ballot papers are made available,
- and will conclude at 2.00pm on the date which is 21 days after the second Wednesday in September in any year of election.
- 4.4 A Member who wishes to vote must record the Member's vote by:
- a) completing the ballot paper in accordance with the directions on or accompanying the ballot paper;
 - b) if using a hard copy ballot paper:
 - (i) placing the completed ballot paper into the return envelope provided or into any other envelope addressed to the Returning Officer;
 - (ii) sealing the envelope;
 - (iii) recording on the envelope the particulars of the Member prescribed by the Board from time to time (for the purpose of identifying the Member); and
 - (iv) returning the envelope to the Returning Officer in accordance with By-Law 3.1.
 - c) if using an online ballot paper, recording the particulars of the Member prescribed by the Board from time to time (for the purpose of identifying the Member) and submitting the Member's voting preferences in accordance with the instructions provided by the Returning Officer.
- 4.5 Upon receipt of an envelope purporting to contain a ballot paper or submission of an online ballot, the Returning Officer must examine the name or other particulars on the envelope or in the case of submission of an online ballot undertake a validation process to establish that:
- a) the sender was a Member on the 1st day of March of the year in which the election is held; and

- b) the sender, if a Member, has not already voted in that election, before either an envelope may be opened for scrutiny of the ballot paper or an online voting submission may be accessed for scrutiny of the voting preference.
- 4.6 If the Returning Officer is not satisfied that the particulars on the envelope purporting to contain a ballot paper comply with By-Law 4.5 or the ballot paper is received after the close of the ballot, the Returning Officer must reject the envelope and that vote will be invalid.
- 4.6A If the Returning Officer is not satisfied that the requirements of By-Law 4.5 have been complied with in relation to an online vote submission, the Member will be unable to submit a valid vote.
- 4.7 Ballot papers and online votes must be received by the Returning Officer or otherwise returned in accordance with By-Law 3.1 no later than 2.00pm on the date of closure of voting.
- 4.8 Upon receipt of the envelopes and online vote submissions and before the counting of the votes the Returning Officer may place the envelopes containing the ballot papers and online vote submissions in any order in preparation for the counting of the votes.

5. SCRUTINEERS

- 5.1 The scrutiny of the ballot papers and online votes will commence only after the close of the ballot and after all envelopes and online votes received by the Returning Officer have been checked in accordance with By-Law 4.5.
- 5.2 The scrutiny of the ballot papers and online votes will be conducted solely by an independent scrutineer appointed by the Board from time to time.
- 5.3 The role of the independent scrutineer is to
- (a) check against any possible irregularities:
- (i) when the ballot envelopes are opened, and when the ballot papers are sorted and counted and
- (ii) in the sorting and counting of votes submitted using an online voting system
- (b) to ensure the ballot is conducted fairly and in accordance with the Election By-laws and to raise any concerns with the Returning Officer prior to the declaration of the result.
- 5.4 The Returning Officer must administer any online voting system used for the purposes of a Board election in a manner which will enable the validation of all votes received and the auditing of that system by the scrutineer.

6. COUNTING OF VOTES

- 6.1 Counting of votes is the responsibility of the Returning Officer and must be undertaken by the Returning Officer and any staff assisting the Returning Officer.
- 6.2 Ballot papers must not be removed from their envelopes earlier than immediately prior to the commencement of counting.

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- 6.3 Ballot papers must be separated from envelopes without the Returning Officer scrutinising the vote of the Member and such ballot papers must be placed in a random file so that it is not known which ballot papers derived from which envelopes.
- 6.4 The Returning Officer and any electoral staff must examine and count in the presence of the independent scrutineer the number of votes by hard copy ballot paper recorded for each candidate.
- 6.5 At the examination of the ballot papers and online voting submissions, every ballot paper and online voting submission which, in the view of the Returning Officer:
- a) is manifestly irregular; or
 - b) purports to vote for a greater or lesser number of candidates than are required to fill the relevant vacancies (provided that a ballot paper that included a vote for a candidate who died, withdrew or is deemed to have withdrawn his or her nomination or was or became ineligible for election as a Director during the election period must not, for that reason, be regarded as involving a vote for a lesser number of candidates than required);
 - c) purports to vote for one or more candidates in addition to appointing the Chairman or Officiating Director (as relevant) as proxy; or
 - d) is so imperfectly marked that the intention of the Member cannot be ascertained with certainty,
- will be rejected.
- 6.6 If any candidates have an equal number of votes the Officiating Director has a casting vote.
- 6.7 The Returning Officer must make out and sign a report and declaration, having dealt with any objections raised by the independent scrutineer in relation to By-Law 5.3, setting out the number of votes given for each candidate pursuant to Election By-law 6.4. The Returning Officer's report and declaration on the election must be conveyed to the Company who is responsible for advising candidates of the election results as soon as practicable but no later than on the next business day.
- 6.8 Subject to these By-Laws, at the Annual General Meeting the Chairman or Officiating Director (as relevant) of the Meeting must declare elected as Directors the eligible candidates who, according to the Returning Officer's report, have received the highest number of votes or are elected unopposed. The Directors so elected take office from the end of the Annual General Meeting.
- 6.9 Unless otherwise resolved at the Annual General Meeting at which the result of the ballot is declared, the Returning Officer must destroy all election material and data after one (1) month from the date of the Annual General Meeting.
- 7. ELECTION MATERIAL**
- 7.1 Information concerning a candidate provided by the candidate to the Company may be included in election material produced, published or issued by the Company.
- 7.2 All election material produced, published or issued by the Company or by or on behalf of a candidate must comply with the following principles and requirements:

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- a) all election material produced, published or issued by or on behalf of a candidate must include a statement that the material has been authorised by the candidate;
 - b) election material must not be misleading or deceptive;
 - c) election material must not be false;
 - d) election material must not be defamatory;
 - e) election material must not disclose confidential information belonging to the Company;
 - f) election material must avoid unnecessarily bringing the Company into disrepute;
 - g) election material must not expose the Company to legal proceedings or prosecution; and
 - h) each candidate is entitled to have included in the election material sent to members a candidate statement (of no more than 200 words) of relevance to that candidate's nomination for election.
- 7.2A A candidate standing for election as a director is prohibited from accepting or putting to use any funds provided to them for the purpose of their candidacy or campaign activity by another person, company or association.
- 7.3 All election material produced, published or issued by the Company must have the prior approval of the Returning Officer. In determining whether to approve such election material, the Returning Officer must have regard to the principles and requirements set out in By-Law 7.2.
- 7.4 Any election material to be circulated within Company premises must have the prior approval of the Returning Officer. In determining whether to approve such election material, the Returning Officer must have regard to the principles and requirements set out in By-Law 7.2.
- 7.5 No campaign managers or agents acting on behalf of candidates will be recognised by the Returning Officer or the Company.
- 7.6 Election material means any material that directly supports any candidate and has the purpose of causing or not causing the election of any candidate.
- 7.7 Candidates for election to the Board must adhere to the Company's election guidelines (as determined by the Board from time to time) concerning restrictions on electioneering, candidates' engagement with members, the making of statements in relation to public policy and the use of social or other media during the election process. Candidates must also ensure that any person assisting them (directly or indirectly) during the election process also adheres to those guidelines.
- 7.8 Breach or violation of the Company's election guidelines by a candidate, or by a person assisting that candidate (directly or indirectly), may, at the discretion of the Board, result in disqualification of that candidate from the election and for all votes cast in favour of that candidate to be declared null and void.

8. REDUCTION IN NUMBER OF CANDIDATES

8.1 This By-Law 8 applies if, at any time prior to any candidate taking up office as Director at the end of the Annual General Meeting in the year of the election, a candidate (other than a retiring director who is standing for re-election in that year):

- a) dies; or
- b) withdraws or is deemed to have withdrawn his or her nomination; or
- c) is, or for any reason becomes, ineligible for election as a Director,

(such event being referred to in this By-Law 8 as a **Relevant Event** and such candidate being referred to as the **Former Candidate**).

8.2 Regardless of whether the Relevant Event occurs before or after voting by ballot commences, if the number of candidates remaining is more than the number of candidates required to be elected, the ballot will not be informal and it will not be necessary to make any change to the ballot paper. Votes for the Former Candidate will be disregarded in determining the results of the election.

8.3 If the Relevant Event occurs before voting by ballot commences (or, if voting by ballot has commenced, before the end of the ballot) and the number of candidates remaining is less than or equal to the number of candidates required to be elected, no ballot will be conducted (or, if a ballot is underway, the ballot must be abandoned) and the provisions of Article 42 apply.

8.4 If the Relevant Event occurs after the conclusion of voting by ballot and the Returning Officer has already prepared the report and declaration required by By-Law 6.7, the Returning Officer must amend the report and declaration accordingly, and must convey the amended report and declaration to the President and Chairman of the Board (or Officiating Director (as relevant)).

8.5 RETIREMENT OF DIRECTOR WHO HAS NOMINATED FOR RE-ELECTION

8.5.1 This By-Law 8 applies if, at any time prior to the Annual General Meeting in the year of an election, a retiring director who has nominated as an election candidate in accordance with Article 36 for the purposes of re-election in accordance with Article 33A:

- a) dies; or
- b) withdraws or is deemed to have withdrawn his or her nomination; or
- c) is, or for any reason becomes, ineligible for election as a Director, and
- d) a casual vacancy therefore occurs in accordance with Article 41(a)(ii) which is not filled by any other candidate nominating for election in the same year prior to the Annual General Meeting.

(such event being referred to in this By-Law 8 as a **Relevant Event** and such candidate being referred to as the **Former Director**).

8.5.2 Regardless of whether the Relevant Event occurs before or after voting commences, no ballot will be conducted (or if a ballot is underway the ballot must be abandoned) due to the creation of a casual vacancy for the relevant position which, in accordance with Article 41(a)(ii) is not a position available for a nominee for election to the Board.

8.6

8.6.1 If, at any time prior to the Annual General Meeting in the year of an election, a director who has nominated as an election candidate in accordance with Article 36 for the purposes of re-election in accordance with Article 33A:

- a) dies; or
- b) withdraws or is deemed to have withdrawn his or her nomination; or
- c) is, or for any reason becomes, ineligible for election as a Director,

(such event being referred to in this By-Law 8 as a **Relevant Event**)

and

- d) prior to the Annual General Meeting in that year, the board appoints a candidate nominating for election in the same year to fill the casual vacancy created as a result of the Relevant Event, regardless of whether the Relevant Event occurs before or after voting by ballot commences, if the number of candidates remaining is more than the number of candidates required to be elected, the ballot will not be informal and it will not be necessary to make any change to the ballot paper. Votes for the Former Director will be disregarded in determining the results of the election.

8.6.2 If the Relevant Event occurs before voting by ballot commences (or, if voting by ballot has commenced, but is before the end of the ballot) and the number of candidates remaining is less than or equal to the number of candidates required to be elected, no ballot will be conducted (or, if a ballot is underway, the ballot must be abandoned) and the provisions of Article 42 apply.

8.6.3 If the Relevant Event occurs after the conclusion of voting by ballot and the Returning Officer has already prepared the report and declaration required by By-Law 6.7, the Returning Officer must amend the report and declaration accordingly, and must convey the amended report and declaration to the President and Chairman of the Board (or Officiating Director (as relevant)).

9. INELIGIBILITY FOR ELECTION

Preamble: This By-Law applies where a Member considers that a candidate is ineligible for election as a director, or that a Director was ineligible for election as a director as at the time of his or her last election. Whether a person is eligible for election as a Director is determined by reference to the Articles of Association of the Company. Relevant articles include Article 33A(b), 34, 34A, 35 and 37.

9A. INDEPENDENCE OF DIRECTORS

Preamble: This By-Law applies where the Board is asked to determine whether a Member who would otherwise be ineligible for election (or re-election) as a Director under Article 37A ought to be eligible for election or re-election.

In making a determination under Article 37A, the Board will consider whether it is in the best interests of the Club and its Members for the Member to be eligible for election or re-election as a Director, by having regard to the following factors:

- a) the materiality of the Member's past or current relationship with the Club (in any capacity, including as an employee, contractor, supplier or

otherwise) and whether it might reasonably be seen to interfere with their capacity to:

- i) bring independent judgment to bear on issues before the Board; and/or
 - ii) act in the best interests of the Club and the Members;
- b) the particular skills and experience of the Member, having regard to the skill and experience requirements of the Board at the relevant time; and
- c) any other factors the Board considers to be relevant.

9.1 If any Member:

- a) notifies the Company in writing that they consider that there are reasons to believe that a candidate (the **Candidate**) is ineligible for election or that a Director (the **Relevant Director**) was ineligible for election as at the time of their last election; and
 - b) notifies the Company in writing of the reasons for that view,
- the Company may refer the matter to the Officiating Director.

9.2 Where:

- a) a matter has been referred to the Officiating Director in accordance with By-Law 9.1;
- b) the Officiating Director considers that there are reasons (**Reasons**) to believe that the Candidate is ineligible for election or that the Relevant Director was ineligible for election as at the time of his or her last election;
- c) the Candidate or Relevant Director is notified in writing by the Company of the Reasons and the consequence of him or her not responding in the manner described in the following paragraph within 72 hours of his or her receipt of the Reasons; and
- d) within 72 hours of receipt of the Reasons, the Candidate or Relevant Director gives written notice to the Company that he or she considers that he or she is eligible for election (in the case of a Candidate) or was eligible for election as at the time of his or her last election (in the case of a Relevant Director) (a **Dispute Notice**),

then the Officiating Director may request the President (or such equivalent position) of the Law Institute of Victoria Ltd (or such equivalent body) to appoint a panel (the **Panel**) comprised of three persons selected by the President (or his or her nominee) to consider whether the Candidate is eligible for election, or the Relevant Director was eligible for election as a Director at the relevant time.

9.3 Where sub-paragraphs (a), (b) and (c) of By-Law 9.2 are satisfied, but:

- a) the Candidate does not give a Dispute Notice to the Company within 72 hours of receipt of the Reasons, the Candidate will be deemed to have withdrawn his or her nomination as a Director; or
- b) the Relevant Director does not give a Dispute Notice to the Company within 72 hours of receipt of the Reasons, the office of the Relevant Director is vacated in accordance with Article 40(b).

9.4 If the Panel determines that:

- a) the Candidate is not eligible for election, the Candidate will be deemed to have withdrawn his or her nomination as a Director; or
- b) the Relevant Director was not eligible for election as a Director as at the time of his or her last election, the office of the Relevant Director is vacated in accordance with Article 40(b).

10. PROVISION OF MISLEADING INFORMATION

Preamble: This By-Law applies where a candidate has been elected to the position of Director and a Member considers that the Director provided misleading information to the Company in connection with his or her nomination for election as a director.

10.1 If any Member:

- a) notifies the Company in writing that they consider that there are reasons to believe that a Director (the **Relevant Director**) may have provided misleading information to the Company in connection with the Relevant Director's nomination for election as a Director; and
- b) notifies the Company in writing of the reasons for that view,
- c) the Company may refer the matter to the Officiating Director.

10.2 Where:

- a) a matter has been referred to the Officiating Director in accordance with By-Law 10.1;
- b) the Officiating Director considers that there are reasons (**Reasons**) to believe that the Relevant Director provided misleading information to the Company in connection with the Relevant Director's nomination for election as a Director;
- c) the Officiating Director considers that the information, if misleading, is likely to have had a significant positive effect on the election prospects of the Relevant Director;
- d) the Relevant Director is notified in writing by the Company of the Reasons and the consequence of him or her not responding in the manner described in the following paragraph within 72 hours of their receipt of the Reasons; and
- e) within 72 hours of receipt of the Reasons, the Relevant Director gives written notice to the Company that (i) he or she considers that he or she did not give misleading information to the Company in connection with his or her nomination for election as a Director, or (ii) he or she considers that, if misleading information was given, it is unlikely to have had a significant positive effect on his or her election prospects (a **Dispute Notice**),

then the Officiating Director may request the President (or such equivalent position) of the Law Institute of Victoria Ltd (or such equivalent body) to appoint a panel (the **Panel**) comprised of three persons selected by the President (or his or her nominee) to consider:

- i) whether information provided by the Relevant Director to the Company in connection with the Relevant Director's nomination for election as a Director was misleading; and
 - ii) if so, whether, in the view of the Panel, the misstatement is likely to have had a significant positive effect on the election prospects of the Relevant Director.
- 10.3 Where sub-paragraphs (a), (b), (c) and (d) of By-Law 10.2 are satisfied, but the Relevant Director does not give a Dispute Notice to the Company within 72 hours of receipt of the Reasons, the office of the Relevant Director is vacated in accordance with Article 40(b).
- 10.4 If the Panel determines sub-paragraphs (i) and (ii) of By-Law 10.2 in the affirmative, the office of the Relevant Director is vacated in accordance with Article 40(b).
- 10.5 A Director of the Company may not be a member of the Panel.

11. MISCELLANEOUS

- 11.1 If, at any time prior to any candidate taking up office as Director at the end of the Annual General Meeting in the year of the election, a candidate:
- a) ceases to be eligible to hold office as a Director in accordance with the Articles or the Corporations Act 2001 (Cth); or
 - b) fails to comply with these By-Laws; or
 - c) fails to comply with a decision, direction, or ruling made by the Returning Officer or the Officiating Director under these By-Laws; or
 - d) fails to comply with an agreement or undertaking given by him or her in his or her Nomination Form,
- the candidate will be deemed to have withdrawn his or her nomination, unless the Returning Officer or the Officiating Director determines otherwise.
- 11.2 The non-receipt of a ballot paper by a Member, the omission of the Returning Officer to forward a ballot paper to a Member, or the failure of either a Member or the Returning Officer to comply strictly with any provisions of these By-Laws will not invalidate an election.
- 11.3 If any issue arises before or during an election, relating to the conduct of the Election and such issue is not expressly covered by the Articles of Association or these By-Laws, the Returning Officer may decide the same or refer it to the Officiating Director and any decision by the Returning Officer or the Officiating Director (as the case may be) not inconsistent with the Articles of Association or these By-Laws is final and binding on the Company, all Members and all candidates.
- 11.4 Any decision direction or determination necessary in connection with an Election at the Annual General Meeting must be made by the Officiating Director or the Chairman of the Meeting and is final and binding on all Members and candidates.

SIGNED DECLARATION for RETIRING DIRECTORS SEEKING RE-ELECTION

Royal Automobile Club of Victoria (RACV) Limited (the *Company*)

Annual Election 20[] – Nomination form for Retiring Directors**

In accordance with Article 36 of the Articles of Association of the Company, I advise that

I, _____,
am available for, and seek, re-election as a Director of the Company. I confirm that I am eligible for election as a Director in accordance with the Articles of Association (including Articles 33A(b), 34, 34A, 35 and 37).

(Signature)

(Date)

INFORMATION

In accordance with Article 36, a retiring Director is eligible for re-election without nomination provided that he or she shall have lodged with the Secretary this signed declaration prior to the close of nominations for the election of Directors.

Torquay Golf Club By-Laws

Rules

Part 1 - General

1. Definitions and Interpretation

1.1 Definitions

In these Rules unless the contrary intention appears:

Annual Members' Meeting means an annual meeting of Members convened in accordance with rule 16.

Annual Subscription means the annual amount payable in respect of a particular category of Member as determined by RACV from time to time.

Commencement Date means 13 October 2008 (being the completion date of the acquisition of the Torquay Golf Club by RACV).

Course means the golf course located at 1 Great Ocean Road, Torquay, Victoria.

Deed Poll means the deed poll dated 13 October 2008 made by RACV in favour of the persons who were members of TGC on the day before the Commencement Date.

Entrance Fee has the meaning given in rule 8.1.

Facility means the Course and related facilities owned and operated by RACV located at 1 Great Ocean Road, Torquay, Victoria.

Financial Year means a period of twelve months ending on 30th June.

Green Fees means the amount for the time being determined by RACV as the fee chargeable for any person (not being a Member of Torquay Golf Club) to play the Course.

Member for the purpose of these Rules is a sub-category of membership of RACV and means a member of RACV who, in accordance with these Rules and at the relevant time, has an entitlement to make use of the Facility.

Members' Golf Day means a day designated by the Torquay Golf Club Committee as such and published in the annual syllabus, on which a Member cannot invite a guest to play the Course.

Membership Agreement means the agreement between a nominee for Membership of the Torquay Golf Club and the RACV, in the form determined by RACV after consulting the Torquay Golf Club Committee.

Office Bearers means, in respect of the Torquay Golf Club, the President, Vice-President, Captain and Vice-Captain.

Ordinary Member of the Committee means a member of the Torquay Golf Club Committee who is not an Office Bearer.

RACV means Royal Automobile Club of Victoria (RACV) Limited (ACN 004 060 833) of Level 7, 485 Bourke Street, Melbourne, Victoria 3000, or its successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

Subscription Year means a period of twelve calendar months commencing on 1st July.

TGC means the corporation which, up until the Commencement Date, was known as Torquay Golf Club (ACN 004 256 884).

Torquay Golf Club means the unincorporated body of Members.

Torquay Golf Club Committee means the committee constituted pursuant to these Rules.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

The singular includes the plural and vice versa.

Words importing one gender include the other genders.

If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.

A reference to a rule is a reference to a rule of these Rules.

2. Preliminary

- 2.1 The purpose of these Rules is to set out the entitlement of Members to make use of the Facility.
- 2.2 The Torquay Golf Club is based at the Facility and known as *Torquay Golf Club*. The Facility is wholly owned by RACV. Persons described in these Rules as Members are RACV Members who, at the relevant time and in accordance with these Rules, have an entitlement to make use of the Facility. The Torquay Golf Club is not a legal entity; has no independent existence and has no capacity to enter into contracts, hold property, sue or be sued.
- 2.3 These Rules are made by the Board of Directors of RACV under Article 48 of the Articles of Association of RACV with effect from 1 July 2018 and constitute By-Laws of the RACV. These Rules are, therefore, binding on each Member.

3. Notices

- 3.1 A notice may be served by or on behalf of the Torquay Golf Club upon any Member either personally or by sending it by electronic mail or post to the Member at his or her address.
- 3.2 Notices and other information may be provided or otherwise made available to Members in any of the following ways, and if so provided will be considered to have been served on a Member:
 - a) if served on a Member personally or delivered to the address of a Member, when delivered;
 - b) if sent by post to a Member, at the expiration of 24 hours after the notice is posted (provided that it is properly addressed);

- c) if sent by electronic mail or any other electronic means, on the day that the electronic mail is sent (provided that it is properly addressed to the email address then held by RACV in respect of the Member), or the day the other electronic means is made accessible to the Member.
- 3.3 A notice may be served on the Torquay Golf Club in writing addressed to RACV.

Part 2 – Membership of the Torquay Golf Club

4. Membership

- 4.1 The qualification for Membership of the Torquay Golf Club is being a natural person.
- 4.2 The number of Members in each category of Membership of the Torquay Golf Club will be recommended by the Torquay Golf Club Committee and endorsed by RACV.
- 4.3 No two or more persons will be entitled to Membership jointly and no Membership will be divisible into separate interests.
- 4.4 A Member of the Torquay Golf Club may apply for leave of absence in accordance with the policy and procedure established and published from time to time by RACV after consultation with the Torquay Golf Club Committee.
- 4.5 All Members will be assigned playing rights as determined from time to time by the Torquay Golf Club Committee and endorsed by RACV. The current playing rights are specified in Schedule 2 of these Rules.

5. Categories of Members

- 5.1 With effect from 1 July 2017, each new Member of the Torquay Golf Club will be allocated to one of the following categories of Membership:
 - (a) Junior Torquay Golf Club Member being a person under the age of 18 years at the commencement date of each Subscription Year;
 - (b) Intermediate Torquay Golf Club Member; being a person who is between the ages of 18 years and 24 years inclusive at the commencement of each Subscription Year; and;
 - (c) Ordinary Torquay Golf Club Member; being any person 25 years or older at the commencement of each Subscription Year;
 - (d) Life Torquay Golf Club Member (subject to rule 7);
 - (e) Absentee Torquay Golf Club Members (subject to rule 4.4);
 - (f) Non-Playing Torquay Golf Club Member; being a person who wishes to remain a Member but is no longer able to play the course; and
 - (g) any subcategory of Membership of the Torquay Golf Club that may be introduced from time to time by RACV after consulting the Torquay Golf Club Committee.
- 5.2 Each category of membership referred to in rule 5.1 will be subject to either five, six or seven day playing rights as determined by RACV in consultation with the Torquay Golf Club Committee.
- 5.3 Members who were admitted to membership on or after the Commencement Date until 30 June 2017 (Grandfathered Members) will retain the category of membership and associated rights allocated to them as at 30 June 2017 (these categories and associated rights being set out in Schedule 1).

6. New Members of Torquay Golf Club

- 6.1 The following provisions of this rule 6 set out the rules applicable to a person who qualifies for Membership, as provided in these Rules, becoming a Member of the Torquay Golf Club.
- 6.2 A person who wishes to become a Member will not be admitted to Membership unless:
- (a) they have completed a Membership Agreement as prescribed from time to time by RACV after consulting the Torquay Golf Club Committee; and
 - (b) they have lodged it with the Torquay Golf Club Committee; and
 - (c) they are qualified for Membership in the manner required by these Rules.
- 6.3 As soon as is practicable after the receipt of a Nomination, the Torquay Golf Club Committee must cause the name and address of the Nominee to be displayed in a conspicuous position at the Facility and must keep the same displayed for a period of at least one week. Any Member may during that time communicate in writing to the Torquay Golf Club Committee any objections that they may have to the Nominee being approved for Membership.
- 6.4 Upon the Nomination and objections (if any) being received by the Torquay Golf Club Committee, the Torquay Golf Club Committee must determine whether to recommend that RACV approve or reject the Nomination.
- 6.5 Upon a Nomination being approved, RACV must notify the Nominee in writing either by electronic mail or pre-paid post that they have been approved for Membership of the Torquay Golf Club and that their name will be added to a Membership waiting list.
- 6.6 The Nominee's name will remain on the Membership waiting list until either:
- (a) Membership is offered to the Nominee;
 - (b) the Nominee dies; or
 - (c) 1 month after the Nominee notifies RACV in writing that the Nominee desires his or her name to be removed from the Waiting List.
- 6.7 An offer of Membership of the Torquay Golf Club by RACV to the Nominee must be in writing either by electronic mail or pre-paid post. RACV must in such notification request the Nominee, within a period of one month from the date of issuing the notification (or within such other period of time as the Torquay Golf Club Committee may in any particular case accept), to pay to RACV the Entrance Fee and the amount of the Annual Subscription for the current Subscription Year.
- 6.8 The Nominee becomes a Member of the Torquay Golf Club upon RACV receiving the payment of the Entrance Fee and Annual Subscription referred to in rule 6.7 within the period referred to in that rule.

7. Life Members of the Torquay Golf Club

- 7.1 Subject to rule 7.3, on the recommendation of the Torquay Golf Club Committee, any Member who has given outstanding service to the Torquay Golf Club (and/or service in the interest of golf) may be nominated by the Torquay Golf Club Committee to be elected a Life Member of the Torquay Golf Club at an Annual Members' Meeting.
- 7.2 Nomination for Life Membership must be made on a Life Membership Nomination Form prescribed from time to time by the Torquay Golf Club Committee in consultation with RACV.
- 7.3 Upon receipt of a Life Membership Nomination Form the Torquay Golf Club Committee must arrange for the nomination to be assessed against criteria set and published from time to time by the Torquay Golf Club Committee.

- 7.4 Nominations deemed worthy of support by the Torquay Golf Club Committee are to be recommended for acceptance by Members at the next Annual Members' Meeting following receipt of the nomination.
- 7.5 A two-thirds majority of those present and voting at an Annual Members' Meeting is necessary for the election of a Life Member nominee, with such election to be conducted by secret ballot.
- 7.6 The total number of living Life Members must not exceed 20 at any one time.
- 7.7 Life Members will be entitled to seven day playing rights and are not required to pay Annual Subscription fees.

8. Fees and Subscriptions

- 8.1 The Entrance Fee will be \$400 or such other sum as may be determined by RACV after consulting the Torquay Golf Club Committee.
- 8.2 Green Fees will be payable in respect of each person who plays the Course who is not a Member of the Torquay Golf Club or who is a Member but does not have playing rights on the day of competition on which they wish to play, in such sum as may be determined by RACV after consulting the Torquay Golf Club Committee.
- 8.3 Each Member of the Torquay Golf Club, other than a Life Member, must pay the Annual Subscription applicable to the Member's category of Membership.
- 8.4 Subject to rule 5.6 (Schedule 1), the Annual Subscription applicable to each category of Membership for Members will be such amount as may be determined by RACV after consulting the Torquay Golf Club Committee.
- 8.5 All Annual Subscriptions will be payable annually in advance and must be paid by each Member of the Torquay Golf Club within one month from the date on which an account for the Annual Subscription is sent to that Member.
- 8.6 If any Annual Subscription or any other moneys payable by a Member in respect of Torquay Golf Club activities are not paid in full on or before the due date for payment the membership will be cancelled unless otherwise agreed by RACV after consultation with the Torquay Golf Club Committee.
- 8.7 Notwithstanding anything herein contained, a Member of the Torquay Golf Club required under these Rules to pay an Annual Subscription who is admitted to Membership of the Torquay Golf Club after the commencement of a Subscription Year will be liable for payment of a proportion only of the amount payable for Annual Subscription in the Subscription Year in which that Member is admitted to Membership of the Torquay Golf Club being a proportion calculated according to the number of full months remaining in that Subscription Year during which that Member is a Member of the Torquay Golf Club.

Part 3 – Rights and Duties of Members

9. General Rights of Members

- 9.1 Subject to the provisions of these Rules and the conditions of Membership set out in the Membership Agreement, all Members are entitled to use the Facility.

10. Use of Facilities Generally

- 10.1 All provisions of these Rules which purport to entitle Members or others to play the Course or to use the Facility are subject to the Course or Facility being made available and fit for use to Members by RACV.
- 10.2 Notwithstanding anything in these Rules, RACV may give such directions and impose such conditions as it sees fit regarding the entry of persons to the whole or any part of the Facility. RACV shall consult the Torquay Golf Club Committee

prior to giving such directions or imposing such conditions in respect of any Member of the Torquay Golf Club.

11. Exercise of Rights Generally

- 11.1 No Member will be entitled to exercise any right or privilege exercisable by a Member under these Rules if at that time any moneys whether for Annual Subscription, Green Fees or on any other account whatsoever are due by that Member to RACV and are unpaid.
- 11.2 The rights of each Member are personal to that Member and are unable to be transferred to another person.

12. Playing Rights

- 12.1 Subject to these Rules and the conditions of membership set out in the Membership Agreement, the entitlement of each Member of the Torquay Golf Club to play the Course will be subject to their category of membership and the playing rights attached to these which are outlined in Schedule 2 of these Rules.
- 12.2 Subject to these Rules and the conditions of membership set out in the Membership Agreement, each Member of the Torquay Golf Club is entitled to invite such number of guests as RACV may determine after consulting the Torquay Golf Club Committee from time to time to play the Course in the company of the inviter on any day unless the Torquay Golf Club Committee has designated that day a Members' Golf Day.
- 12.3 The rules of the game of golf, with such additions and modifications as the Torquay Golf Club Committee may deem necessary from time to time for local requirements, shall be those adopted from time to time by the Royal and Ancient Golf Club of St. Andrews.
- 12.4 The Torquay Golf Club Committee after consultation with RACV shall have the discretion to fix days and times for the conduct of the competition of the day as set out in the Torquay Golf Club yearly syllabus and only Members eligible to participate shall be allowed to do so unless otherwise approved by the President or Captain of the Torquay Golf Club.
- 12.5 The Torquay Golf Club Committee or Match Committee may declare any competition to be cancelled, notwithstanding the same may have already been played. Any such competition shall thereupon be deemed to be cancelled, and no Member who has competed therein shall have any claim in respect thereof.
- 12.6 In the competitions, any protest must be lodged with the Captain or his or her delegate in writing before 7.00 pm on the day of such competition or sweepstakes and must be signed by the competitor making the same and contain grounds of such protest.
- 12.7 Junior Members are only permitted to play on a competition day set out in the annual syllabus if they are at least 12 years old, have an official golf handicap and are supervised at all times by an adult Member.
- 12.8 On each competition day set out in the annual syllabus provision will be made for any person who is not a Member of the Torquay Golf Club and guests to play the Course. This will be subject to the conditions agreed between the Torquay Golf Club Committee and RACV.

13. Duties of Members

- 13.1 No Member shall reprimand or make a verbal complaint or disparaging or offensive comment to or about any employee of RACV or a Member.
- 13.2 All complaints in regard to the conduct of an employee of RACV or Member and all other matters shall be in writing and shall be lodged with RACV.

- 13.3 No Member of the Torquay Golf Club shall publish, exhibit, circularise or canvass information in writing (electronic or otherwise) to other Members on any matter whatsoever at the Facility without the express written authorisation of the Torquay Golf Club Committee and RACV.
- 13.4 No Member of the Torquay Golf Club shall, without the consent in writing of Torquay Golf Club Committee and RACV, publish or exhibit any document, notice or sign which, in each case, is either in the nature of advertising or intimates to the public that the Member is under the auspices or patronage of RACV, nor shall any Member, without such consent, make use of the letters "RACV" or the name "Royal Automobile Club of Victoria (RACV) Ltd" or any combination of letters or names indicating that the Member is a Member of RACV.
- 13.5 RACV may after consulting the Torquay Golf Club Committee make, vary or repeal regulations not inconsistent with these Rules for regulation of the daily operation of the Facility and the conduct of Members, guests and others therein.

14. Disputes

All disputes under these Rules are to be addressed in writing to RACV for its final determination.

15. Resignation, Suspension or Forfeiture of Membership

- 15.1 Any Member may resign Membership of the Torquay Golf Club by notice in writing addressed to RACV. If such resignation is not received by the Torquay Golf Club Committee before 31 July then the resigning Member shall be liable to pay the Annual Subscription for the next ensuing Financial Year (unless otherwise determined by RACV after consulting the Torquay Golf Club Committee).
- 15.2 Where a Member of the Torquay Golf Club:
- (a) neglects or refuses to pay any amount due in respect of the Torquay Golf Club, whether in respect of goods, services or otherwise; or
 - (b) refuses or neglects to comply with these Rules; or
 - (c) becomes a bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his creditors, or makes any assignment of his estate for their benefit; or
 - (d) is convicted of an indictable offence; or
 - (e) has been guilty of breaching these Rules or of conduct unbecoming a Member or prejudicial to the interests of the Torquay Golf Club or RACV, RACV after consulting the Torquay Golf Club Committee may:
 - (f) suspend or limit any right or privilege of Membership or access to services; or
 - (g) expel the Member (subject to the Member being refunded a proportionate amount of any Annual Subscription paid by the Member in respect of the then current Subscription Year, such proportionate amount to be determined by reference to the balance of the Subscription Year remaining).

Part 4 – Meetings of Members of Torquay Golf Club

16. Annual Members' Meeting of the Torquay Golf Club

- 16.1 An Annual Members' Meeting of Members of the Torquay Golf Club must be convened in each year to be held within a period of five months after the end of each Financial Year.
- 16.2 The Annual Members' Meeting will be held on such day as the Torquay Golf Club Committee determines.

- 16.3 The Annual Members' Meeting must be specified as such in the notice convening it.
- 16.4 The ordinary business of the Annual Members' Meeting will include:
- (a) to confirm the minutes of the last preceding Annual Members' Meeting;
 - (b) to receive reports from the Torquay Golf Club Committee and each sub-committee on the activities of the Torquay Golf Club during the last preceding Financial Year;
 - (c) to elect the Office Bearers and Ordinary Members of the Committee; and
 - d) to consider the election of Life Members (if any).

17. Notice of Annual Members' Meeting and Business of the Torquay Golf Club

- 17.1 Torquay Golf Club Committee must, at least 14 days before the date fixed for holding an Annual Members' Meeting of the Torquay Golf Club, cause to be displayed in a conspicuous position at the Facility (and must keep the same displayed for a period of at least one week) a notice stating the place, date and time of the meeting and the nature of the business to be transacted at the Annual Members' Meeting.
- 17.2 No business other than that set out in the notice convening the meeting or in accordance with Rule 21 (Poll) may be transacted at the Annual Members' Meeting.
- 17.3 A Member of the Torquay Golf Club who wants to bring any business before an Annual Members' Meeting must give notice of that business in writing to RACV at least 14 days prior to the scheduled date of the Annual Members Meeting who must include that business in the notice calling the next Annual Members' Meeting after receipt of the notice.

18. Conduct of and Attendance at Annual Members' Meetings

- 18.1 No item of business may be transacted at an Annual Members' Meeting unless a quorum of Members of the Torquay Golf Club entitled under these Rules to vote is present in person or by proxy during the time when the meeting is considering that item.
- 18.2 Twenty Members of the Torquay Golf Club entitled under these Rules to vote at an Annual Members' Meeting present personally or by proxy constitute a quorum for the transaction of the business of an Annual Members' Meeting.
- 18.3 Each Member of the Torquay Golf Club is entitled to attend an Annual Members' Meeting personally or by a duly appointed proxy.
- 18.4 If within half an hour after the appointed time for the commencement of an Annual Members' Meeting, a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time and (unless another place is specified by the Chairman at the time of the adjournment or by written notice to Members of the Torquay Golf Club given before the day to which the meeting is adjourned) at the same place and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (in person or by proxy) being not less than ten in number will be a quorum.
- 18.5 The President, or a member of the Torquay Golf Club Committee, will preside as chairman at each Annual Members' Meeting of the Torquay Golf Club.
- 18.6 If the President, or a member of the Torquay Golf Club Committee, is absent from an Annual Members' Meeting, the Members present must elect one of their number being a Member to preside as chairman at the meeting.

18.7 The chairman of an Annual Members' Meeting may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

18.8 Where a meeting is adjourned for 30 days or more, a like notice of the adjourned meeting must be given as in the case of an Annual Members' Meeting.

18.9 Except as provided in rules 18.7 and 18.8, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. Resolution of Members of the Torquay Golf Club

A matter requiring resolution at an Annual Members' Meeting of the Torquay Golf Club must be determined on a show of hands and unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried unanimously or carried by a particular majority or lost, and an entry to that effect in the Minute Book of the Torquay Golf Club, is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

20. Votes of Members of the Torquay Golf Club

20.1 Upon any matter requiring resolution at an Annual Members' Meeting of the Torquay Golf Club, each Member of the Torquay Golf Club present in person or by proxy has one vote only.

20.2 The vote of a Member of the Torquay Golf Club may be given personally or by proxy.

20.3 In the case of an equality of voting on a question, the chairman of the meeting will be entitled to exercise a second or casting vote.

21. Poll

21.1 If at an Annual Members' Meeting a poll on any matter is demanded by not less than 10 Members of the Torquay Golf Club, it must be taken at that meeting in such manner as the chairman may direct and the resolution of the poll will be deemed to be a resolution of the meeting on that question.

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

22. No right to vote if money owing

A Member of the Torquay Golf Club is not entitled to vote at any Annual Members' Meeting unless all moneys due and payable by him or her to RACV have been paid or in the event that the Member has been granted a leave of absence in accordance with rule 4.4.

23. Appointment of Proxy

23.1 Each Member of the Torquay Golf Club will be entitled to appoint any natural person as that Member's proxy by notice in writing given to the Torquay Golf Club Committee no later than 48 hours before the time of the meeting in respect of which the proxy is appointed.

23.2 A form of appointment of a proxy is valid if it is in a form (including electronic) which the Torquay Golf Club Committee prescribes or accepts.

23.3 The form of appointment of proxy must be signed by a Member of the Torquay Golf Club personally or by their duly constituted attorney.

Part 5 – Office Bearers and Torquay Golf Club Committee**24. Torquay Golf Club Committee**

- 24.1 The Torquay Golf Club Committee shall consist of:
- (a) the Office Bearers (being the President, Vice-President, Captain and Vice-Captain);
 - (b) RACV Ordinary Member of the Committee (if any); and
 - (c) three Ordinary Members of the Committee appointed in accordance with rule 20.
- 24.2 Subject to the provisions of Rule 12 and after consultation with and the approval of RACV the Torquay Golf Club Committee may:
- a) set the level of competition fees and conditions that Members and guests must adhere to for any scheduled competition; and
 - b) use the competition fees set under Rule 24.2 (a) for the purpose of funding the annual syllabus for Members inclusive of but not restricted to prizes awarded on each competition day and other golf events supported by the Torquay Golf Club Committee.

25. Office Bearers and Ordinary Members of the Committee

- 25.1 The Office Bearers and Ordinary Members of the Committee must be Members elected in accordance with rule 26 or else appointed in accordance with rule 31.3.
- 25.2 Office Bearers and Ordinary Members of the Committee are to be elected to hold office for 3 years.
- 25.3 After the Office Bearers or Ordinary Members of the Committee tenure has expired they may be re-nominated for election for a further term.
- 25.4 The term of each Office Bearer of the Torquay Golf Club Committee Member commences at the conclusion of the Annual Members' Meeting in the relevant year.
- 25.5 In order to maintain continuity on the Torquay Golf Club Committee the term of each committee person will be as follows:
- a) The term of the President will expire at the same time as one Ordinary Committee Member
 - b) The term of the Captain will expire at the same time as another Ordinary Committee Member but never the same year as the President or Vice President.
 - c) The terms of the Vice President and Vice Captain and the remaining Ordinary Committee Member will expire at the same time but never the same year as the President or Captain.

26. Election of Office Bearers and Ordinary Members of the Torquay Golf Club Committee

- 26.1 Nominations of candidates for election as an Office Bearer or Ordinary Member of the Committee of the Torquay Golf Club:
- (a) must be made in writing, signed by at least 2 Members and accompanied by the written consent of the candidate; and
 - (b) must be delivered to a nominee of the Torquay Golf Club Committee not less than 21 days before the date fixed for the holding of the Annual Members' Meeting.
- 26.2 If only one nomination is received for a particular Office Bearer or Ordinary Committee Member position the person nominated is deemed to be elected.

26.3 If more than one nomination is received for any Office Bearer position, a ballot must be held for that position.

26.4 The ballot for the election of an Office Bearer or Ordinary Committee Member position, a ballot must be taken for that position.

27. RACV Appointment to the Torquay Golf Club Committee

27.1 RACV may appoint an Ordinary Member of the Committee (*RACV Ordinary Member of the Committee*) at any time, with effect from the date on which that person is appointed as such by RACV.

27.2 Notwithstanding anything in these Rules, RACV may appoint or remove a person as the RACV Ordinary Member of the Committee at any time.

28. Proceedings of the Torquay Golf Club Committee

28.1 The Torquay Golf Club Committee must meet at least six times in each Financial Year at such place and such times as the Torquay Golf Club Committee may determine.

28.2 Special meetings of the Torquay Golf Club Committee may be convened by the President, RACV or by any three members of the Torquay Golf Club Committee.

28.3 Notice must be given to members of the Torquay Golf Club Committee of any special meeting specifying the general nature of the business to be transacted and unless all members present at the meeting otherwise agree, no other business may be transacted at such a meeting.

28.4 The Torquay Golf Club Committee may meet either in person or by telephone or by using any other technology consented to by all the Torquay Golf Club Committee members. A consent may be a standing one. A Torquay Golf Club Committee member may only withdraw consent within a reasonable period before the meeting. A meeting conducted by telephone or other means of communication is considered to be held at the place agreed on by the Torquay Golf Club Committee members attending the meeting, if at least one of the Torquay Golf Club Committee members present at the meeting was at that place for the duration of the meeting.

28.5 Any four members of the Torquay Golf Club Committee constitute a quorum for the transaction of business of a meeting of the Torquay Golf Club Committee.

28.6 At meetings of the Torquay Golf Club Committee:

(a) the President will preside; or

(b) if the President is absent, such one of the remaining members of the Torquay Golf Club Committee as may be chosen by the members of the Torquay Golf Club Committee present will preside.

28.7 Questions arising at a meeting of the Torquay Golf Club Committee or of any sub-committee appointed by the Torquay Golf Club Committee must be determined on a show of hands.

28.8 Each Member of the Torquay Golf Club present at a meeting of the Torquay Golf Club Committee or of any sub-committee appointed by the Torquay Golf Club Committee (including the person presiding at the meeting) is entitled to one vote and, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

28.9 Written notice of each Torquay Golf Club Committee meeting must be served on each member of the Torquay Golf Club Committee by delivering it to him or her personally or by electronic mail or by sending it by pre-paid post addressed to him or her at his or her usual or last known place of abode at least two business days before the date of the meeting.

- 28.10 Subject to rule 28.5, the Torquay Golf Club Committee may act notwithstanding any vacancy on the Torquay Golf Club Committee.

29. Sub-committees of the Torquay Golf Club Committee

- 29.1 The Torquay Golf Club Committee may delegate any of its powers to sub-committees established by the Torquay Golf Club Committee. The Torquay Golf Club Committee can revoke any such delegation and disestablish any sub-committee. The sub-committees are empowered to make such decisions as determined by the Torquay Golf Club Committee.
- 29.2 Sub-committees established by the Torquay Golf Club Committee may comprise:
- (a) members of the Torquay Golf Club Committee; and
 - (b) other persons appointed by the Torquay Golf Club Committee.
- 29.3 The President, Captain and the RACV Ordinary Member of the Committee will be ex-officio members of all sub-committees.
- 29.4 Sub-committees established by the Torquay Golf Club Committee are accountable to the Torquay Golf Club Committee and are subject to the general supervision and control of the Torquay Golf Club Committee.
- 29.5 The Torquay Golf Club Committee may make rules to regulate the proceedings and conduct of any sub-committees established by the Torquay Golf Club Committee, if those rules are not inconsistent with these Rules.
- 29.6 A quorum for meetings of a sub-committee is one-third of the members of the sub-committee who are entitled to vote at that meeting.
- 29.7 The following sub-committees have been established by the Torquay Golf Club Committee:
- (a) Match and Greens Sub-Committee;
 - (b) Ladies Golf Sub-Committee.
- 29.8 The members of each sub-committee shall retire immediately before the holding of the Annual Members' Meeting of the Torquay Golf Club, but shall be eligible for reappointment.

30. Minute Books

RACV must keep minutes of the resolutions and proceedings of each Annual Members' Meeting and each Torquay Golf Club Committee meeting in books provided for that purpose together with a record of the names of the persons present at Torquay Golf Club Committee meetings.

31. Vacation of Office

- 31.1 For the purposes of these Rules, the position of any Office Bearer or Ordinary Member of the Torquay Golf Club Committee becomes vacant if they:
- (a) ceases to be a Member of the Torquay Golf Club;
 - (b) is adjudged a bankrupt or suspends payment generally to creditors or compounds with or assigns his or her estate for the benefit of creditors; or
 - (c) resigns his or her office by notice in writing given to the Torquay Golf Club Committee.
- 31.2 All casual vacancies arising among the Office Bearers or Ordinary Members of the Committee may be filled by the Torquay Golf Club Committee.

31.3 A person chosen by the Torquay Golf Club Committee to fill a casual vacancy in accordance with rule 31.1 will retain his or her office for as long as the vacating Office Bearer or Ordinary Member of the Committee would have retained that office or position if no vacancy had occurred.

32. Removal of Office Bearers or Ordinary Members of the Committee

32.1 Members of the Torquay Golf Club at an Annual Members' Meeting may by resolution remove any Office Bearer or Ordinary Member of the Committee (other than the RACV Ordinary Member of the Committee) before the expiration of his or her term of office and appoint another Member in his or her stead to hold office until the expiration of the term of the Office Bearer or Ordinary Member of the Committee.

SCHEDULE ONE**GRANDFATHERED (TRANSITIONAL) ARRANGEMENTS**

This Schedule is a continuation of *rule 5*.

- 5.4 Prior to 1 July 2017, each Member of the Torquay Golf Club was allocated to one of the following categories of Membership until the closure of these categories on 30 June 2017:
- a) Junior Torquay Golf Club Member being a person admitted at any time until the 30 June 2017 who is under the age of 18 years at the commencement of each Subscription Year;
 - b) Intermediate Torquay Golf Club Member being a person admitted at any time until 30 June 2017 who is between the ages of 18 years and 21 years inclusive at the commencement of each Subscription Year;
 - c) Ordinary Torquay Golf Club Member being any person over the age of 21 years admitted at any time until 30 June 2017 unless otherwise defined in Rule 5.4 (d), (e), (f), (g) or (h);
 - d) Senior Torquay Golf Club Member being any person admitted at any time until 30 June 2017 who has completed 15 years of continuous membership and who has reached the age of 65 years at the commencement of each Subscription Year;
 - e) Veteran Torquay Golf Club Member being any person admitted at any time until 30 June 2017 who has completed 20 years of continuous membership and who has reached the age of 70 years at the commencement of each Subscription Year;
 - f) Senior Veteran Torquay Golf Club Member being any person admitted at any time until 30 June 2017 who has completed 30 years of continuous membership and who has reached the age of 75 years at the commencement of each Subscription Year;
 - g) Life Torquay Golf Club Member (subject to rule 7);
 - h) Country Torquay Golf Club Member being any person admitted at any time until 30 June 2017 whose permanent residential address as registered with the Electoral Office as more than 105 kilometres from the Facility when measured in a straight line point to point. If that Member resides inside of the 105 kilometre measure for more than six months in any one year and/or they play in more than 30 competition rounds of golf in any one Subscription Year they shall cease to be a Country Member;
 - i) Non-playing Torquay Golf Club Member being any person who was previously a Grandfathered Member of the Torquay Golf Club and wishes to remain so but no longer is able to play the course. These members will have no rights to play the course or free use of the Aquatic Centre but will enjoy all other benefits of being a Member.
- 5.5 Grandfathered Members in the categories of membership under rule 5.4 (a), (b), (c) and (h) are entitled to 6 day or 7 day playing rights as determined by RACV in consultation with the TGC Committee.
- 5.6 No new Members will be admitted to these categories of Membership which are closed.

- 5.7 Members who have already been admitted to these categories of Membership have been 'grandfathered' and continue to enjoy the rights and privileges of their respective category of membership that applied up to 30 June 2017, including the following:
- a) **Progression:** right to progress from being a Junior to Ordinary, Senior, Veteran and Senior Veteran Torquay Golf Club Member (provided that, subject to rule 4.4, there is no break thereafter in their ongoing membership of the Torquay Golf Club).
 - b) **Annual Subscription Cap:** in accordance with the Deed Poll, RACV covenanted solely in favour of the persons who were members of TGC on the day before the Commencement Date, subject to sub-clause (c) below, that it will not increase the Annual Subscription amounts by more than either the average change in the Consumer Price index (all groups – weighted average of eight capital cities) for the previous four quarters or 3% per annum (whichever is greater). RACV's covenant in respect of the Annual Subscription Cap expires on 12 October 2028 (being 20 years from the Commencement Date).
 - c) **Rounding:** If an Annual Subscription amount is increased in accordance with sub-clause (b) above but is rounded down by RACV to the nearest whole number of dollars, then for the purposes of any increase in accordance with sub-clause (b) in the following year it is the Annual Subscription amount prior to any rounding down that constitutes the base figure for the new calculation.
 - d) **Aquatic Facilities:** complimentary use of the Aquatic Centre facilities (pool and spa only).

Transfer of Membership

- 5.8 Grandfathered Members may elect once only to transfer their category of membership from being a Grandfathered Member to one of the available categories of membership available under rule 5.1, in which case, they will forego all of their rights as set out in rule 5.6 save that they may use the Aquatic Centre facilities (pool and spa only) on a paid per use basis, the fees for which will be set by RACV. The election can be made once and is final.

Precedence

- 5.9 In case of inconsistency between the documents listed in this clause, the following order of priority will apply (highest order of priority appearing first):
- a) the Deed Poll dated 13 October 2008;
 - b) Schedule One of the Torquay Golf Club Rules;
 - c) the Torquay Golf Club Rules and any other schedules.

SCHEDULE TWO**PLAYING RIGHTS**

This Schedule is a continuation of *rule 4.5*.

MALES (incl. Intermediate & Junior)	7 day playing rights	6 day playing rights	5 day playing rights	Non-playing
Saturday	YES	NO	NO	NO
Sunday	YES	YES	YES	NO
Monday	YES	YES	YES	NO
Tuesday	YES (after completion of Ladies competition)	YES (after completion of Ladies competition)	YES (after completion of Ladies competition)	NO
Wednesday	YES	YES	NO	NO
Thursday	YES	YES	YES	NO
Friday	YES	YES	YES	NO
Club Champs	YES	NO	NO	NO
Mid-Week Champs	YES	YES	NO	NO
Other Board Events	YES	YES	NO	NO
Members Draw	YES	YES	YES	YES
Vote at Annual Members' Meeting	YES	YES	YES	YES

FEMALES (incl. Intermediate & Junior)	7 day playing rights	6 day playing rights	5 day playing rights	Non-playing
Saturday	YES	NO	NO	NO
Sunday	YES	YES	YES	NO
Monday	YES	YES	YES	NO
Tuesday	YES	YES	NO	NO
Wednesday	YES (after completion of Men's competition)	YES (after completion of Men's competition)	YES (after completion of Men's competition)	NO
Thursday	YES	YES	YES	NO
Friday	YES	YES	YES	NO
Club Champs	YES	YES	NO	NO
Mid-Week Champs	YES	N/A	NO	NO
Other Board Events	YES	YES	NO	NO
Members Draw	YES	YES	YES	YES
Vote at Annual Members' Meeting	YES	YES	YES	YES