

Collier Park Fairway Golf Club

RULES OF THE CLUB

1. Purpose of this document

This document outlines the rules of Collier Park Fairway Golf Club, a golf club established by Clublinks which is the operator of Collier Park Golf Course, Hayman Road, Como WA 6152.

2. Name of the club

The name of the club is Collier Park Fairway Golf Club

3. Objectives of Collier Park Fairway Golf Club

The objectives of the Club are:

1. To promote golf as a game and sport under and in accordance with the rules and regulations of the Royal and Ancient Golf Club of St Andrews;
2. To promote an environment for the playing of golf for the benefit and enjoyment of Members; and
3. To become and continue to be affiliated with Golf WA

4. Definitions

In this document, these terms have the following meanings:

"Club"	Collier Park Fairway Golf Club
"Venue Manager"	The person holding the position of Venue Manager at Collier Park Golf Course
"Golf WA"	Golf Western Australia Incorporated ABN 58 595 303 522 (of if that entity ceases to exist, the entity that replaces it or performs substantially the same functions)
"Manager"	The person holding office as the Manager of the Club
"Member"	A person who is a member of the Club
"Clublinks"	The operator of Collier Park Golf Course, ABN 41 099 690 301

5. Management of the Club

5.1 Management by Manager

The Club is managed by the Manager.

5.2 Appointment of Manager

The Manager is appointed by the Venue Manager and may be replaced at any time and from time to time by the Venue Manager.

5.3 Powers of the Manager



Subject to directions from the Venue Manager, the Manager has the power to perform all necessary actions to properly and effectively manage the Club, including in particular the power to perform all necessary actions for the Club to remain affiliated with Golf WA.

5.4 Duties of the Manager

The duties of the Manager are those from time to time specified by the Venue Manager but include the duty to adopt and implement Golf Australia's handicapping procedures.

6. Membership

6.1 Eligibility

Any person aged 12 years or more who supports the objectives and purpose of the Club is eligible to apply to become a member.

6.2 Membership Applications

- a) Any person who wants to become a Member must apply in writing to the Club
- b) An application for membership must be in such form as the Manager requires and must be signed by the applicant.
- c) An application for membership will be considered by the Manager who will decide whether to accept or reject the application. In assessing an application, the Club will comply with all legal and regulatory obligations under any applicable law.
- d) If the Manager rejects an application, the Manager is not required to give the applicant the reasons for doing so.

6.3 Becoming a Member

An applicant for membership of the Club becomes a Member when:

- a) the Manager accepts the application; and
- b) the applicant pays any membership fees payable to the Club under clause 6.4.

Each person admitted to membership is bound by the rules in this document and has such membership rights as are from time to time published by the Club.

6.4 Membership Fees

Membership fees will be determined by the Manager and must be paid at such time or times as the Manager determines.

6.5 Register of Members

The Manager will maintain a register of Members and record in that register any change in membership.

6.6 Membership confers no management rights

A Member has no rights to participate in the management of the Club and has no voting rights.

6.7 Suspension/Termination of Membership

- a) The Manager may suspend a Member's membership or expel a Member from the Club if:
 - i) Clublinks is unable to operate at Collier Park Golf Course or ceases to be the operator;

- ii) the Member has not paid the membership fee within a period of 4 weeks after the due date;
- iii) the Member contravenes any of the rules of the Club; or
- iv) in the opinion of the Manager (after making due inquiry) the Member acts detrimentally to the interests of the Club.

b) During the period of membership suspension, the Member:

- i) loses any rights arising as a result of membership; and
- ii) is not entitled to a refund, rebate, relief or credit for membership fees paid or payable to the Club, unless otherwise agreed

c) If a Member is expelled, the Member:

- i) ceases to be a Member, and
- ii) is not entitled to a refund, rebate, relief or credit for membership fees paid or payable to the Club.

7 Finance

The Club will be financially managed in accordance with directions from time to time issued by Clublinks in compliance with the *Corporations Act 2001* and regulations made under that law.

8. Execution of documents

A document is duly executed by the Club if it is signed on behalf of the Club by the Manager.

9. Alteration to these rules

These rules may be altered at any time and from time to time by the Venue Manager.

10. Dissolution

The Club may be dissolved by Clublinks. Surplus funds and other property are the property of Clublinks.