



Murrumbidgee Country Club Incorporated (Inc)

BY-LAWS

These by-laws are subject to revision and alteration at the discretion of the Board. They are governed by, and shall be read in conjunction with, the Club's Constitution.

November 2021

MEMBERSHIP

- a) The categories of membership offered by the Club to members or to persons applying for membership are set out in the Constitution.
- b) The Board may review the classes of membership from time to time and report on this at the Annual General Meeting.
- c) Voting rights for membership classes are set out in the Constitution.

MEMBERSHIP CLASSES AND ENTITLEMENTS

Life Members

- a) Election of Life Members is set out in the Constitution, Section 9.
- b) No more than two members shall be made Life Members in any one financial year.
- c) Any member may nominate another member for Life Membership. The nomination must include a summary statement of the service rendered by the nominee.

7-Day Members

- a) Are entitled to use of the clubhouse, golf course and may play in all competitions organised by the Club.
- b) May place their name on the weekend timesheet two Thursdays prior.
- c) Are entitled to invite other players with a registered handicap into competitions, subject to the member's guest having a registered Golf Australia handicap and the appropriate Club Captain's approval.
- d) Are entitled to any reciprocal arrangements the Club has in place.

5 Day Members

Same entitlements as 7-Day members with the exception of the following:

- a) All golf (Social & Competition) on Saturday and Sunday attracts a green fee
- b) Can only place their name on the Saturday and Sunday timesheet one Thursday prior (excluding special events as determined by the Board from time to time)
- c) may be required to pay a higher fee for special events if the event requires play on Saturday or Sunday.

Members for Life

Have the same rights as a 7 day member.

Members under the age of 22 years receiving annual fee golf concession

Have the same playing rights as a 7 day member but are not entitled to vote.

Temporary members

The General Manager or delegate may grant temporary membership to a visitor for up to 30 days on payment of the relevant membership fee. A suitable notice indicating the period of temporary membership will be issued for identifiable purposes.

Reciprocal Members

Persons who are members covered by reciprocal agreements entered into between the Club and other Golf Clubs (documented in the Members handbook) have the same rights as 7-Day Members. However, booking on the weekend timesheet must be approved by the Captain or General Manager.

Absentee Membership

- a) Absentee members are those of any playing category who are unable to, or do not expect to use the golf course or facilities for a period of at least 183 consecutive days for the following reasons:
 - i. they are a temporarily resident more than 100km from the clubhouse;
or
 - ii. they are of ill health or any other reason subject to approval by the Board.
- b) Absentee members are required to pay a nominal green fee for the first six rounds of golf then each subsequent game will attract the regular green fee rate.
- c) Booking in weekend competition is subject to the Captain or General Manager's approval.
- d) Members in this category
 - i. cannot enjoy any reciprocal benefits the Club may have in place with other Clubs.
 - ii. are not eligible to win a Monthly Medal or Championship events.

Dormant Membership

- a) Dormant members are those of various playing categories who cannot for any reason play golf and whose status as a dormant member is approved by the Board. This category of membership has no playing rights.
- b) The Club does not maintain their handicap and nor do they attract an automatic return to their playing category.
- c) Members in this category will be granted playing membership subject to the approval of the Board.
- d) Members must remain in this category for a minimum of six months
- e) A dormant member does not have an automatic entitlement to return to a 7 day playing category but may do so if any limit on members has not been met.

Social Membership

- a) Social members are those persons over the age of 18 years who have nominated and been accepted as a social member.
- b) May only have use of the clubhouse.

Staff Membership

- a) Staff Membership (with the approval of the Board) will be granted to full time house and course employees and members of the PGA who are full time employees of the MCC Proshop.

- b) Memberships granted under this By-Law are terminated immediately upon the member ceasing employment with the Club or the Pro-Shop.

Membership limits

The Board will monitor and determine membership limits for the various classes, taking into account course capacity and peak playing times. However, the total number of 7 day playing members, including Life Members, Members for Life and Members under the age of 22 years receiving a concession, shall not exceed 1000.

NOMINATION FOR MEMBERSHIP

Nomination for membership shall be made on the official form issued by the Club and contain the following information:

- Full name and residential address
- Date of birth
- Occupation
- Work organisation, business telephone and address
- Other Clubs of which the nominee has previously been a member of
- Membership status of the proposer and seconder, including badge No.
- Class and category of membership applied for.
- All Clubs or sporting organisations from which the nominee has been suspended or expelled.

DISCLOSURE OF PERSONAL INFORMATION

Murrumbidgee Country Club will only use the personal information collected for the main purpose(s) for which it was disclosed at the time of collection.

Generally, the Club will use and disclose your personal information for the following purposes:

- To provide the services you have requested from Murrumbidgee Country Club
- To provide a service to you
- To register you for clinics, lessons, rounds and events at Murrumbidgee Country Club
- For direct marketing of our products and services (we will always provide you with the opportunity to decline any further marketing communications)
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Personal information will not be sold to companies for mailing purposes.

NOMINATION AND ANNUAL SUBSCRIPTION FEES

- a) The nomination and annual subscription fees are determined by resolution of the Board

- b) Where a husband and wife both join as golfing members a 10% discount is applicable on annual subscription only
- c) Where the Board approves a transfer of membership from one category to another category of membership for which a higher level of subscription exists, the higher category of membership will not be effective until the member has paid the difference between the respective categories of membership. Payments will be made on a pro rata basis.
- d) A member who changes to a lesser category of membership subject to approval from the Board will be entitled to a credit for difference.
- e) A member may apply to the Board for a pro-rata membership, provided the member is leaving the club permanently from a specified date. In the event the departure becomes 'non permanent' all fees that would have been applied under the full term of the appropriate category become due and payable. A \$60 administration fee will apply to any pro-rata membership.

COMMITTEES

- a) The four Standing Committees are accountable to the Board for all decisions and actions. The Standing Committees are:
 - i. Women's Match Committee chaired by the Women's Captain
 - ii. Men's Match Committees chaired by the Men's Captain
 - iii. Greens and Ground Committee chaired by Director Golf
 - iv. House Committee chaired by Director House
- b) Additional committees/sub-committees may be established by the Board to carry out specific tasks on behalf of the Board. These committees have no powers to make decisions, commit funds or enter into agreements. These committees will be under the direct management of and will report to the President, General Manager or delegate.
- c) Nominations to the Standing Committees are invited by a notice in the clubhouse as soon as possible after the Annual General Meeting. The Board approves the membership of all committees.
- d) The Committees consist of as many voting members as the Chair requires.
- e) The Chairs of the Committees will provide either a verbal or written report to the Board at each Board meeting.
- f) The duties, responsibilities, powers and limitations of the Standing Committees are set out below. Standing Committees do not have the power to commit funds without Board endorsement.

Duties of Standing Committees

The Men's and Women's Match Committees are jointly responsible for the following:

- a) Management and control of all golfing competitions, excluding competitions run by the Club Professional.
- b) Resolution of any protest in connection with a match or competition.
- c) Formulation and promulgation of Local Rules.
- d) Selection of representative teams.

- e) Investigation of any breaches of the Rules of Golf and the imposition of appropriate penalties afforded by the Rules of Golf.
- f) Referring any serious or continuing breach to the Board.
- g) Providing the General Manager with records of winners of championships and other Honour Board Events.
- h) Maintenance and adjustment of handicaps
- i) Such other matters that may be directed to it by the Board.

The Greens and Ground Committee

- a) assists the Board in planning the development of the Golf Course
- b) advises and recommends the replacement of major items of equipment
- c) advises the Board on matters relating to the course with the ultimate decision resting with the Board
- d) such other matters that may be directed to it by the Board.

The House Committee

- a) plans social events and activities and works with the General Manager and caterer to promote increased patronage of the club house
- b) identifies club house improvements/refurbishments for inclusion in the budget planning
- c) such other matters that may be directed to it by the Board.

FINANCE

- a) No financial commitment, implied obligations to pay, or payments, are to be made by the Board of Directors, Members, the General Manager or Course Superintendent unless the following procedures are observed.
- b) At the discretion of the General Manager, the Course Superintendent has the authority to authorise purchases to the value of \$5,000. Due diligence should be applied in all purchases and conduct regular reviews of suppliers.
- c) As a general policy all Course & Non-Course purchase orders more than \$5,000 and less than \$10,000 are to be countersigned by the General Manager, who is to exercise authority for expenditure in accordance with the approved budget, or on approval by the Board of Directors
- d) In urgent cases, individual members of the Board may authorise purchases to the value of \$5000, provided they are satisfied that the order is urgent and abnormal and arrange for the expenditure to be separately tabled at the next meeting of the Board.
- e) The General Manager has delegation to spend up to \$10,000 and should exercise due diligence in all purchases and conduct regular reviews of suppliers.
- f) Purchases greater than \$10,000 are to have Board approval and are to be subject to a minimum of three quotations unless the Board deems otherwise.
- g) Where an out of session agreement to purchase is given by the Board, the General Manager will ensure the Board ratifies the decision at the next Board meeting and the decision is recorded in the minutes.

- h) All Course purchases are to have numerically controlled purchase orders raised. No payment is to be made to a creditor for Course purchases unless the Club is in possession of the purchase order signed by the appropriate authority together with the appropriate tax invoice.
- i) For non-Course purchases, no payment is to be made to a creditor for non-Course purchases unless the Club is in possession of appropriate supporting documentation signed by the appropriate authority together with the appropriate tax invoice.
- j) For petty cash items, an appropriate float is to be maintained for small purchases and a documented receipt or tax invoice is to be obtained and approved for all expenditures. The petty cash float is to be regularly reconciled and reimbursed as needed.
- k) Whenever possible the terms of payment accepted by the club is to be 30 days or greater. Exceptions will occur by creditors who are in a position to impose more stringent payment terms; invoices of this nature are to be paid within their required time limits.
- l) The following policy is to apply to the signing of cheques.
 - i. Cheques are only to be signed by persons authorised by the Board of Directors and recognised by the Bank.
 - ii. No 'blank' cheques are to be signed.
 - iii. Cheques are to be signed by the General Manager and countersigned by the Assistant General Manager, or the Director of Finance, President and Vice President in that order.
 - iv. The Director Finance or the President or Vice President should regularly review purchases prior to payment and countersign cheques along with the General Manager.
 - v. In all cases, the signatories are to be satisfied that the expenditure is either budgeted for, approved by the Board, or be of an urgent nature.

GAMING MACHINES

- a) The Club will follow the legislative requirements of the ACT Gambling and Racing Commission in relation to the operation of Gaming Machines.
- b) Staff responsibilities will be set out in the staff handbook.

DRESS

- a) Dress of members, guests, visitors and green fee players on the course and in the clubhouse must be neat and tidy at all times.
- b) Dress regulation signage will be displayed near the Proshop and other areas as determined from time to time.

COMPETITION PLAY AND TEE TIMES

- a) Block competition times as determined from time to time have priority.

- i. 7-day members, including Life Members, Members for Life and Members under 22 with concessional fees have priority on Saturday and Sunday.
 - ii. 5-Day members may not book on the timesheet until the Thursday before the competition and are required to pay a nominal green fee.
 - iii. Green fee players may play outside the competition times.
- b) All competitions are under the control of the respective Match Committees or the Club Professional.
- c) The Men's and Women's Match Committees may alter the date, cancel or vary any competition.
- d) Competitions are to be conducted under the Rules of Golf as approved by the Royal and Ancient Golf Club of St. Andrews and the United States Golf Association, and any Local Rules made by the Match Committees.
- e) Members present in the clubhouse can book tee times through the on line booking process from 5 pm on the Thursday week prior to the weekend competition.
- f) Members accessing the on line timesheets from a location other than the clubhouse can book tee times from 9.30 am on the Friday week prior to the weekend competition.
- g) A member can book themselves and up to three other eligible players on the timesheet.
- h) 5 Day members may book Saturday or Sunday tee times on the Thursday prior to the scheduled competition. (A nominal green fee will apply).
- i) All Players must be ready to Tee Off 15 minutes before their allocated Tee Time.

NON-COMPETITION PLAY

- a) Members wishing to play on a Club competition day but not in the competition, may book a time with the Professional outside the block times set aside for the competition.
- b) All members wishing to play outside competition play must check with the Club Professional prior to teeing off. It is up to the discretion of the Club Professional when a member can tee off.
- c) All play, other than competition play is to be controlled by the Club Professional in consultation with the General Manager.
- d) Members wishing to play on other than a competition day may do so provided they report to the Proshop prior to teeing off and paying any fee in place at the time.
- e) Members must give way to large social group/corporate day bookings.
- f) Except when a provisional ball is played as permitted in the Rules of Golf, each player on the course is restricted to playing one ball.
- g) Single players must give way to all other groups.
- h) All practice is to be restricted to the practice facilities. Players are not to:
 - (i) Play any practice shots to any putting green,
 - (ii) Play any practice shots from a fairway,

- (iii) Play any practice shots from a tee block.

JUNIOR MEMBERS

- a) Juniors aged 12-18 years scheduled to play in a competition must be in a group that contains at least one adult member.
- b) Juniors aged 12-18 who do not have an official handicap may only play on the course if supervised by an adult.
- c) Children between the ages of 10 and 12 may play provided they are accompanied by a parent or an adult relative.

VISITORS

- a) On specified invitation days, members may invite one guest who is a member of another club who, subject to holding a Golf Australia handicap, to play in the competition.
- b) On invitation days only the normal green fee is waived.
- c) On all other competition days members of other clubs may not play without the permission of the appropriate Captain or General Manager. In such cases the normal green fee and competition fee are payable.

GREEN FEE PLAYERS

- a) Subject to the payment of an appropriate fee, green fee players may arrange to play a round of golf through the Club Professional.
- b) Group bookings are to be referred to and confirmed by the Club's Administration Office.
- c) The Professional shall not book a green fee player to play in the same group as a member unless that member has agreed to such an arrangement.
- d) Green Fee players are subject to the same dress standards as members.
- e) Green Fee players must carry their receipt for the green fee, which should be available for inspection at all times.

BEHAVIOUR

- a) Members are reminded that behaviour and language while on Club property must be of an appropriate standard. Staff are authorised to ask members and guests who are considered to be behaving in an offensive manner to leave the Clubhouse and/or Course.
- b) Complaints about behaviour can be made to staff on duty, to the Captains or to any member of the Board.
- c) If the board or general manager forms the opinion that a member's alleged conduct and behaviour has caused or is likely to cause injury to themselves, other members, guests or staff, is undesirable or not in the best interests of the club, the member will be given notice verbally and in writing of the alleged matter, with a suspension of their membership until the matter can be dealt with in accordance with the requirements of the club constitution. *Board endorsed the preceding amendment to the by-laws at Board Meeting on 29 August 2017*

VISITORS IN CLUBHOUSE

- a) Visitors may be admitted to the Club on the invitation of and in company of a member who shall record the name and address of the visitor in the Club Members Guests Register book and sign the entry.
- b) A member is directly responsible for the actions and behaviour of any visitor who he or she has signed into the Club on a particular day and will be held to account to the Board for any misconduct of his or her guest.
- c) Visitors must leave the Club no later than their host member.

CLUBHOUSE TRADING HOURS

Trading hours of the clubhouse are set by the Board and may vary from time to time.

MEMBER OF THE YEAR

- a) Member of the Year must be nominated and seconded by a Board Member and voted by the majority of the Board.
- b) The selection criteria the Board must consider for Member of the Year:
 - I. Cannot be a current Board Member
 - II. Based on outstanding service to the club during the current and/or previous years
 - III. The Board reserves the right not to have a Member of the Year over any given year

MOTORISED GOLF VEHICLES

- a) Carts used to support the playing of golf shall be referred to as motorised golf carts. This definition covers all forms of self-propelled cart that enables a person to be seated while the cart is moving under its own power.
- b) The Board will establish fees for privately owned motorised golf carts taking into account the nature of the vehicle.
- c) Carts may not be driven onto teeing areas or within an area of 10 metres of any green or such other distance as may be marked by the green keeping staff.
- d) Restriction on the use of carts may be made when weather or other conditions make it likely that damage may be caused by their use.

COURSE CLOSURE OR RESTRICTED ACCESS

- a) The course may be closed due to the cumulative effect of weather or the impending arrival of a storm.
- b) Where the cumulative effect of weather is apparent, the General Manager or delegate under advice from the Course Superintendent will authorise the closure or restricted use of the course.

- c) Where there is evidence of an impending serious storm, the decision to temporarily close the course may be made by any of the following:
 - i. General Manager
 - ii. Course Superintendent
 - iii. Club Professional
 - iv. Men's or Women's Captain
 - v. President or any Director

CANCELLATION OF TEE TIMES

- a) Any member who fails to attend at the booked competition time may be asked to show cause why further action should not be taken. Further action may include but is not limited to:
 - i. Requirement to pay the competition fee before being permitted to play in any subsequent competition
 - ii. Suspension of playing rights for a period determined by the Match Committee and ratified by the Board

GENERAL PLAY

- a) Course staff have precedence over players at all times.
- b) With the approval of the Men's and Women's Captains or General Manager, professional golfers are permitted to play in normal club competitions but are excluded from club championships and honour board events. Professional golfers will pay competition fee that would apply to an amateur player. Professional golfers with a recognised club handicap will play off that handicap. In all other cases they will play off scratch.
- c) Conditions of play for specific competitions such as honour board events will determine matters such as play offs.
- d) Sharing golf clubs is not permitted.
- e) All players are required to carry and use a bucket of sand to repair divots. Pitch marks on greens must be repaired.
- f) No more than four players shall hit off together in any competition event without authorisation from the Professional and then only at the end of the field.
- g) The player with the lowest handicap in any group is expected to ensure that all members observe golf etiquette, particularly in regard to maintaining the group's position in the field.