# Western Sydney Region Veteran Golfers Association

# Constitution

# Western Sydney Region Veteran Golfers Association Constitution Contents


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Amendments made to the Constitution are summarised on page 15

# 1 Definitions

Note: Defined Terms are shown in bold. Headings have no significance in the interpretation of the **Constitution**

1.1 **Affiliated Club** - means a golf club affiliated with the New South Wales Golf Association and GA

1.2 **Association /The Association and WSRVGA-** means the Western Sydney Region Veteran Golfers Association.

1.3 **Auditor** -means a person suitably qualified or experienced to perform the duties of an auditor.

1.4 **Audited Financial Reports** -means **Financial Reports** for the **Financial Year** signed by the President and Secretary/Treasurer as audited and approved by the Auditor in his report.

1.5 **AVGU** - means Australian Veteran Golfers Union.

1.6 **Bank Accounts** - means an account with a major financial institution in the **Association's** name that requires 2 signatories for any payment transactions.

1.7 **By-Law** - means laws and guidelines approved by **The Council** for the organisation and control of competitions conducted by the **Association** provided such **By-Laws** are not inconsistent with the Constitution.

1.8 **Chairperson -** means for **Association** meetings the President and in his/her absence the First Vice President and in his/her absence one of the persons entitled to vote at the meeting elected by those entitled to vote and present at the meeting.

1.9 **Club Delegates** - means two persons from a **Member Club** nominated by the **Member Club** in writing to act on its behalf at Council meetings. **Member Club** may also nominate an alternate for each **Club Delegate** to act on its behalf in the absence of the **Club Delegate**. No more than two **Club Delegates** from a **Member Club** may be present at a Council meeting.

1.10 **Constitution/The Constitution** - means the Constitution as adopted and any subsequent amendments made in accordance with a **Special Resolution**.

1.11 **Council/The Council** - means all the Club Delegates together with all members of the **Executive.**

1.12 **Council Invitees** - means person or persons who are invited by **The Council** to join its meeting. The invitee has no voting rights.

1.13 **Council Meeting Quorum** - means a majority of Member Clubs entitled to vote at a Council meeting.

1.14 **Disbandment Notice** - means a notice issued by any **Member Club** requesting that a Special Resolution be passed that **The Association** be disbanded.

1.15 **Endorsed Event** - means an event hosted by a **Member Club** in accordance with **The Association's** timetable and **By-Laws.**

1.16 **Executive /The Executive** - means the **Playing Members or Social Members** nominated by **Member Clubs** elected by **The Council** at an Annual General Meeting.

1.16. i **The Executive Positions include:**
President – First Vice President – Secretary/Treasurer – Two Vice Presidents , one of whom shall be the Publicity Officer.

1.16. ii The President must immediately upon being elected resign as a **Club Delegate**, but other members of the **Executive** may continue to also hold the position of **Club Delegate.**

1.16.iii Unless removed by The Council, The Executive shall remain in office until the next Annual General Meeting

1.16.iv If a vacancy should occur for the position of President it shall be automatically filled by the First Vice President

1.16. v All members of the Executive shall have an equal vote at all meetings held under the auspices of the WSRVGA, except that no club shall have more than two (2) votes.

1.17 **Executive Meeting Quorum** - means at least 50% of The Executive which must include either the President or Secretary/Treasurer.

1.18 **Financial Records** - means suitable books of account detailing all receipts and payments together with supporting documentation.

1.19 **Financial Reports -**means Income and Expenditure Account and Balance Sheet for the **Financial Year** or **Financial Year** to date.

1.20 Financial Year is the period from 1 October to the following 30 September.

1.21 **GA** -means Golf Australia.

1.22 **Life Member** is a past or present **Playing Member** who has rendered outstanding service to the Association and has been elected to Life Membership of the Association by Special Resolution carried by three quarters majority of those present and voting at an Annual General Meeting. No past or present Member shall be eligible to be a Life Member unless that member had or has been a past or present Member of the Association for no less than a period of **ten consecutive years**. A person elected to **Life Membership** may be relieved from payment of any membership subscription.

1.23 **Membership Year**. The "membership year" for Playing Members shall commence on 1st day of January and end on the last day of December the same year.

1.24 **Member Club** - means a **Veterans Golfers Group** which is part of an **Affiliated Club** which has been offered and accepted membership of **The Association** in accordance with the **Constitution.**

1.25 **Members Register** - means a register maintained by the Secretary/Treasurer containing details of the **Playing Member's** and **Special Playing Member's** Golf ID Number, Member Golf Club, Name and financial status.

1.25 i **Special Playing Member** is:

I. a Veteran Golfer who is not a member of a **Member Club**, and

II. has completed the necessary application form and paid the Special Joining Fee, and

III. whose details have been entered in the **Member Register** as a **Special Playing Member**, and

IV. entitled to play in **Nominated events**

V. has no further rights other than to be affiliated to NSWVGA for the period of membership which shall not extend beyond the normal membership year in which the details are entered in the Member Register.

**Special Joining Fee**- means the amount fixed by The Association from time to time to cover the agreed **Special Playing Member** fee for joining the Association for the remainder of the membership year in which paid.

1.26 **Non-Playing Member**: Is **NOT** a financial member of an **Affiliated Club** and is a financial member of a Golf Club recognised by the Constitution of **NSWVGA** who if male has attained the age of fifty-five (55) years or who if female has attained the age of fifty (50) years and has a GA handicap.

1.27 **Nominated event:** - means an event, other than an endorsed event, that is run directly by the **Association** and designated a **Nominated Event** by the **Council** and is an event sanctioned by the **NSWVGA** in which only players affiliated to **NSWVGA** are entitled to play.

1.28 **Notice Address** - means the address notified by a **Member Club** to the **Association** Secretary to which all **Association** notices must be addressed.

1.29 **Notice of Non Performance** - means a notice to a **Member Club** that fails to meet its responsibilities under the Constitution setting out the nature of the non-performance and the expected course of action required to remedy such non-performance.

1.30 **NSWVGA** -means The New South Wales Veteran Golfers Association.

1.31 **Ordinary Resolution** - means a resolution proposed and seconded by a **Member Club** and passed by a simple majority **of Club Delegates.**

1.32 **Playing Member** is:

i. a financial member of an Affiliated Club and who if male has attained the age of fifty-five (55) years or who if female has attained the age of fifty (50) years and has a GA handicap, and

ii. a financial member of a **Member Club**, and

iii whose details have been entered in the Members Register.

iv. That players shall play for the **Member Club** through which they are registered.

1.33 **Proxy Vote** - means a written instruction to a Club Delegate to vote for or against a specific Ordinary Resolution or Special Resolution or any amendments thereto, providing such Ordinary Resolution or Special Resolution was advised in writing prior to the meeting. A Proxy Vote must be made known to the Chairperson at the commencement of the meeting. A Proxy Vote shall not give a general power to vote.

1.34 **Special Meeting Quorum** - means two thirds of the Member Clubs entitled to vote at a Special Meeting or Annual General Meeting.

1.36 **Social Member -** is a financial social member of an Affiliated Club and who if male has attained the age of fifty-five (55) years or who if female has attained the age of fifty (50) years.

1.37 **Special Resolution** -means a resolution passed by 75% majority of those Member Clubs present and entitled to vote at a Special Meeting or Annual General Meeting for which at least 21 days written notice has been given, such notice to include details of the proposed resolution.

1.38 **Subscription** – means the amount fixed by The Association from time to time to cover the agreed Playing Member categories which shall include but not limited to the following: -
Male Playing Members and Female Playing Members

1.39 **Veteran Golfer** – means a male or female player with a GA handicap who if male has attained the age of fifty-five (55) years or who if female has attained the age of fifty (50) years and otherwise qualifies as a Veteran in accordance with the rules of NSWVGA.

1.40 **Veteran Golfers Group**- means a collective of Veteran Golfers from a Member Club.

1.41 **Written Notice** - means a notice given in writing which includes electronic communication such as email.

# A WSRVGA

## 2.0 Objectives

2.1 To be an unincorporated and a not for profit organization.

2.2 To foster the development of veterans golf in the Western Sydney Region

2.3 To oversee a calendar of **Endorsed Events** hosted by **Member Clubs.**

2.4 To play golf in a spirit of keen competition and good fellowship with a strong emphasis on social interchange.

2.5 To affiliate with and meet all requirements of **NSWVGA.**

2.6 To raise funds by the collection of subscriptions from **Member Clubs** based on their number of **Playing Members** at the rates agreed by **The Council** from time to time.

2.7 To raise further funds by seeking relevant Sponsorship for **Endorsed Events.**

2.8 To provide representation on **NSWVGA.**

2.9 To provide financial and other support for **Endorsed Events.**

2.10 To apply the assets and income of **The Association** solely for the objectives defined in this section.

2.11 To undertake such other representations or activities on behalf of the **Member Clubs** as the case may require from time to time.

2.12 To seek to encourage other **Veteran Golfer Groups** to become **Member Clubs** subject to the upper limit on **Member Clubs** as agreed by **The Council.**

2.13 To make **By-Laws** which are not inconsistent with this **Constitution** for the organisation and control of competitions and conducted by **Member Clubs.**

2.14 To promote **The Association** and **Endorsed Events**

2.15 To promote and conduct **NSWVGA** sanctioned events.

## 3.0 Affiliation

3.1 **The Association** shall be affiliated to the **NSWVGA** and ensure that it continues to meet the requirements of **NSWVGA** in order to provide continuing affiliation. The **NSWVGA** is in turn affiliated to the **AVGU.**

3.2 Through affiliation with **NSWVGA** the male **Playing Members** and **Special Playing Members** are entitled to participate in **NSWVGA** events.

3.3 Through affiliation with **NSWVGA** the female **Playing Members** and **Special Playing Members** who so elect, are entitled to participate in **NSWVGA** events.

3.4 **The Association** will provide the **Playing Members** and **Special Playing Members** covered by clauses 3.2 and 3.3 with the necessary paperwork to verify their affiliation to **NSWVGA.**

### 4.0 Limits of authority.

4.1 The authority of **The Association** is limited to that which is granted to it by the **Member Clubs.**

4.2 **The Association** has no authority to become involved in the affairs of the **Member Clubs or Veteran Golfer Groups**, or in the conduct of events where no **Endorsed Event** is involved**.**

## B Member Clubs.

### 5.0 Membership of the Association.

5.1 Membership of **The Association** is available to **Veteran Golfer Groups** in the Western Sydney Region who are members of an **Affiliated Club**

5.2 In seeking membership, prospective **Member Clubs** must agree to accept and adhere to **The Association's Constitution** and **By-Laws**, and all rules that flow from the **Constitution** and **By-Laws**.

5.3 Membership is solely by invitation in writing.

5.4 A written acceptance of an invitation to join **The Association** must clearly state the acceptance of the terms of membership and be signed by:

5.4a an authorized member of the **Member Club**.
5.4b an authorized signatory of the Board of Directors of the **Affiliated Club** of the **Member Club.**

5.5 Upon acceptance of the invitation to membership, the **Member Club** must forward within 15 days a full list of the **Playing Members** in their **Veteran Golfers Group** containing sufficient detail to complete the **Member Register.**

5.6 The list must be accompanied by the payment of the subscriptions set by **The Association** for the year of admission which will not be pro-rated.

5.7 **Member Clubs** which have been duly admitted as at the adoption of this **Constitution** shall continue as **Member Clubs**

## 6.0 Membership Responsibilities

6.1 To comply with **The Association Constitution** and **By-Laws**.

6.2 Immediately notify the **Association** Secretary of the **Notice Address** and changes thereto

6.3 Within 15 days of joining to notify **The Association** in writing the name and contact details of the **Club Delegates** and to ensure that **Club Delegates** regularly attend and contribute to **Council** meetings.

6.4 To provide details of all **Playing Members** in the **Member Club** sufficient to complete the **Member Register** and the **Subscription** in accordance with the following timetable :-

Existing **Playing Members**

| | |
|---|---|
| **Member Register** details | No later than 30 November |
| Payment of membership | No later than 30 November |

New **Playing Members**

| | |
|---|---|
| **Member Register** details | Within 15 days after month of joining |
| Payment of Subscriptions | Within 15 days after month of joining |

6.5 Subscriptions for new **Playing Members** shall not be pro-rated.

6.6 To host at least 1 (one) **Endorsed Event** each year.

6.7 To host such additional **Endorsed Events** as agreed with **The Association.**

6.8 To encourage **Playing Members** in **Member Clubs** to participate in all **Endorsed Events.**

6.9 To ensure that all **Playing Members** and **Veteran Golfers** in the **Member Clubs** abide by the conditions of entry set down for an **Endorsed Event** by the host club.

## 7.0 Membership Entitlements

7.1 One vote for each **Member Club** on any matters put to a vote at **Council** meetings. Where more than one **Club Delegate** is present the **Chairperson** of the meeting must be advised as to which **Club Delegate** is to vote on behalf of the **Member Club.**

7.2 Entry of **Veteran Golfers** of a **Member Club** to an **Endorsed Event.**

7.3 Entitlement of **Playing Members** in a **Member Club** to compete for **The Association** Annual Trophies.

7.4 Financial and logistical support for the conduct of **Endorsed Events** hosted by **The Member Club.**

7.5 Affiliation of male **Playing Members** and female **Playing Members** who so elect in a **Member Club** to **NSWVGA** with entitlement to enter tournaments conducted under the auspices **NSWVGA**

7.6 Coverage by the **NSWVGA** public liability policy for affiliated **Playing Members**

### 8.0 Cessation of Membership

8.1 A **Member Club** may withdraw from membership of **The Association** by giving 30 days written notice to the **Association** Secretary.

8.2 Upon receipt of such notice, the Secretary shall immediately inform all **Council Delegates** and **The Executive**.

8.3 If a **Member Club** fails to meet its responsibilities as set out in Section 6, the President, with the approval of **The Council** by way of a **Special Resolution** passed at an appropriately convened meeting, shall issue a '**Notice of Non Performance'** to the **Member Club** detailing the failures and requiring that they be rectified within 30 days.

8.3a If acceptable actions to rectify the failures as set out in any such notice are not commenced by the end of the 30 day notice period, then the **Member Club** shall no longer be a **Member Club** of the **Association**.

8.4 On cessation of membership, other than under disbandment of the **Association**, neither the **Member Club**, nor **The Playing Members** of the **Member Club** shall have any claim on **The Association** or **The Association** assets.

## C The Council

### 9.0 The Council Power and Duties

9.1 By **Special Resolution** to amend the **Constitution**.

9.2 To approve **By-Laws**

9.3 To elect **The Executive.**

9.4 To remove members of **The Executive.**

9.5 To fix annual subscriptions.

9.6 To admit new **Member Clubs.**

9.7 To enter into sponsorship agreements.

9.8 To carry out all such activities that it considers from time to time are in accordance with the Objectives of **The Association.**

### 10.0 The Council Meetings

10.1 Council Meetings shall be held at least three (3) times per annum or at such additional times as the **Council** agrees.

10.2 No business shall be conducted unless a **Council Meeting Quorum** is present.

10.3 A **Member Club** is only entitled to one vote regardless of the number of its **Club Delegates** present.

10.4 The Secretary shall issue an agenda to the **Council** no less than 7 days prior to the scheduled date for the meeting. The agenda should include a copy of all papers to be tabled at the meeting.

## D The Executive

### 11.0 The Executive Powers and Duties

11.1 **The Executive** shall be responsible for the day to day administration of **The Association**

11.2 **The Executive** shall be responsible for recommending to **The Council** changes to overall policy

11.3 **The Executive** shall be responsible for sourcing sponsorship agreements and recommending to **The Council** such agreements as will benefit **The Association**

11.4 **The Executive** shall be responsible for the sound financial management of **The Association** and shall make recommendations to **The Council** on necessary changes to the subscription rates and to open such **Bank Accounts** as it considers necessary

11.5 **The Executive** may from time to time take any other actions provided such actions are in accordance with the Constitution and By-Laws.

11.6 **The Executive** shall prepare an annual report to **The Council** on its activities and the financial position of **The Association.**

### 12.0 The Executive Meetings.

12.1 **The Executive** will meet from time to time as agreed to be appropriate by a majority of the executive group, but not less than 4 times per annum.

12.2 No business shall be conducted unless an **Executive Meeting Quorum** is present.

### 13.0 Secretary / Treasurer Duties

13.1 The Secretary / Treasurer shall receive and disperse the monies of **The Association.** The collection and disbursal of all forms of cash and assets of **The Association** shall require an auditable paper trail and acknowledgement by the issue of a numbered receipts and invoices.

13.2 The Secretary/Treasurer shall be a signatory to **Bank Account**

13.3 The Secretary / Treasurer shall keep proper **Financial Records**

13.4 The Secretary/Treasurer shall prepare at least quarterly **Financial Reports** and submit them to **The Council**

13.5 The Secretary / Treasurer shall ensure that the **Financial Record** remain audit ready at all times

13.6 The Secretary/Treasurer shall keep a true and faithful record of business transacted at all types of meeting

13.7 The Secretary / Treasurer shall keep in their custody or under their control the **Financial Record**

13.8 The Secretary/Treasurer shall prepare such **Financial Reports** as required to enable the Auditor to produce **Audited Financial Reports**

## E Annual General Meeting and Special Meetings

### 14.0 Annual General Meeting

14.1 **The Association** will hold an Annual General Meeting no later than 3 months after the end of the **Financial Year**.

14.2 The Secretary/Treasurer will issue a notice of the Annual General Meeting to **The Council** and **The Executive** no later than 21 days before the scheduled date of the meeting. Such notice to include the agenda and a copy of all papers to be tabled at the meeting.

14.3 The agenda items will include but not be limited to:

14.3a Minutes of the previous Annual General Meeting and any items raised for action, from such minutes
14.3b **Executive** Reports
14.3c Adoption of **Audited Financial Report**.
14.3d Election of **The Executive**
14.3e **Special Resolutions** if required
14.3f An open forum during which the delegates are invited to raise issues regarding the conduct of the association.

14.4 No business shall be conducted unless a **Special Meeting Quorum** is present

### 15.0 Special Meeting

15.1 A Special Meeting may be called by **The Council**, **The Executive** or **Member Club.**

15.2 A Special Meeting shall only be called to consider a **Special Resolution** or **Disbandment Notice**

15.3 Upon receipt of a request for a Special Meeting the Secretary/ Treasurer shall within 7 days issue a notice of meeting of at least 21 days. Such notice to include an agenda andcopy of all papers to be presented to the Special Meeting.

15.4 No business shall be conducted unless a **Special Meeting Quorum** is present

## F Conduct of Association Meetings

### 16.0 Conduct of Association Meetings

16.1 All **Association** meetings shall be conducted in accordance with these general provisions in addition to those specific provisions detailed elsewhere in this **Constitution** and the **By-Laws**

16.2 Meetings shall be presided over by the **Chairperson**

16.3 In the case of an equality of votes in addition to the **Chairperson's** own vote, if any, that he / she may have in another capacity the **Chairperson** shall have a casting vote.

16.4 **Proxy Votes** shall be permitted.

16.5 **Member Clubs** entitled to vote may submit notices of motion for inclusion in the agenda of an **Association** meeting.

16.5a All notices of motion must be submitted in writing to the **Association** and received by the Secretary of the **Association** as follows:

Annual General Meeting - no less than 28 days prior
Special Meetings - no less than 28 days prior
Council Meetings -no less than 21 days prior

16.6 The Secretary/Treasurer shall keep true and accurate minutes of all meetings which shall be made available to the **Council** within 21 days after the meeting

# G Out of Meeting Resolution

## 17.0 Out of meeting resolutions

17.1 Any resolution not required to be dealt with at a Special Meeting or Annual General Meeting may be passed out of meeting provided the following conditions are met:

17.1a Written notice of the resolution and why it is necessary shall be sent to every **Member Club's Notice Address**

17.1b The written notice shall include the date by which an answer is required which shall be no less than three(3) working days from the date of the notice.

17.1c Two thirds of the **Member Clubs** vote in favour of the resolution.

17.1d Details of the resolution are tabled at the next **Association** meeting

# H Disbandment of The Association

## 18.0 Disbandment of the Association

18.1 A **Member Club** may lodge a **Disbandment Notice** with the Secretary / Treasurer at any time.

18.2 Should a **Special Resolution** arising from a **Disbandment Notice** be passed the Secretary / Treasurer shall arrange for **Audited Financial Reports** to be prepared within 60 days.

18.3 A special meeting shall be called within 30 days to review and if acceptable adopt the **Audited Financial Reports** and agree a disbandment plan prepared by **The Executive.**

18.4 A disbandment plan shall include the return of net assets of **The Association** to **Member Club** in proportion to the number of paid up **Playing Members** in each **Member Club.**

**CONSTITUTION ADOPTED 20 SEPTEMBER 2013**
**WITH AMENDMENTS**

**26 NOVEMBER 2013**

**23 OCTOBER 2019**

**5 AUGUT 2026**