MALENY GOLF CLUB INCORPORATED

IA29640

Incorporated under the
Associations Incorporation Act 1981 (Qld)

BYLAWS

November 2026
Revision MGC/BL/v 1.04

1. INTRODUCTORY PROVISIONS 5
1.1. INTERPRETATION 5
1.2. APPLICATION 6
1.3. PREMISES 6
2. MEMBERSHIP 7
2.1. MEMBERSHIP CATEGORIES 7
2.2. HONORARY LIFE MEMBERSHIP 9
2.3. GUESTS AND VISITORS 9
2.4. APPLICATION FOR MEMBERSHIP 10
2.5. MULTIPLE YEAR MEMBERSHIPS 10
2.6. NUMBER OF MEMBERS, CHANGE OF MEMBERSHIP AND READMISSIONS 10
2.7. RECIPROCAL ARRANGEMENTS 11
2.8. FEES AND SUBSCRIPTIONS 11
3. MEMBERSHIP FEE REFUND (AND PRO-RATA) POLICY 14
3.1. SUBSCRIPTION FEES STATEMENT 14
3.2. POLICY STATEMENT 14
3.3. APPROVED REFUND 14
3.4. REFUND REQUEST 14
3.5. LEAVE OF ABSENCE 15
3.6. PGA PROFESSIONAL GOLFER – GREEN FEES POLICY 15
4. ONLINE BOOKING – TERMS AND CONDITIONS 16
4.1. REFUND OF ONLINE PAYMENTS 16
4.2. CONFIRMATION OF BOOKING 16
4.3. TEE TIME MODIFICATIONS 16
5. GOVERNANCE STRUCTURE 18
5.1. POWERS OF THE BOARD 18
5.2. BOARD DUTIES 18
5.3. ELECTION PROCESS 23
5.4. GENERAL MANAGER 23
5.5. SUBCOMMITTEES 25
5.6. OPERATIONAL SUBCOMMITTEE DUTIES 26
6. MEETING PROCEDURES 30
6.1. STANDING ORDERS 30
6.2. BOARD MEETINGS 30
6.3. SUBCOMMITTEE MEETINGS 30
6.4. SUPPORT FOR DECISIONS AND RESOLUTIONS 31
7. FINANCE AND MEMBERSHIP 32
7.1. FINANCIAL DELEGATIONS 32
7.2. REIMBURSEMENTS OF APPROVED OUT-OF-POCKET EXPENSES 32
7.3. FUNDS AND ACCOUNTS 33
8. PROTOCOLS FOR COURSE CHANGES 34
9. GENERAL POLICIES AND GUIDELINES 37
9.1. ADOPTED GUIDELINES AND POLICIES (HYPERLINKS AT SECTION 14) 37
9.2. ADOPTED MALENY GOLF CLUB POLICIES AND PROCEDURES 37
9.3. ALCOHOL 37
9.4. MOTORISED CART SHEDS 38

9.5. Child Protection 38
9.6. Damage to property 38
9.7. Dress Code 38
9.8. First aid 39
9.9. Incidents and injuries 39
9.10. Lightning Awareness 39
9.11. Smoking 40
9.12. Workplace Safety Policy 41

10. MALENY GOLF CLUB MEMBER CODE OF CONDUCT 41
10.1. Member code of conduct statement 41
10.2. Introduction and background 42
10.3. Member Personal Conduct and Behaviour Responsibilities 42
10.4. Receiving and actioning a complaint 44
10.5. Deciding if formal investigation is required 45
10.6. Handling the complaint without a full investigation 45
10.7. Disciplinary Panel 45
10.8. Board to decide on next steps 46
10.9. Formalising a penalty recommendation 46
10.10. Right of Appeal 47
10.11. Deemed receipt of notices 47
10.12. Feedback to the complainant 47

11. MALENY GOLF CLUB GRIEVANCE HANDLING POLICY 48
11.1. Introduction 48
11.2. What are your options if you have a grievance? 48
11.3. If you make a formal complaint how will this be handled 49
11.4. The investigation 49
11.5. What are the possible outcomes? 50
11.6. What if you are not satisfied with the outcome? 50
11.7. Other policies 51

12. CART POLICY 52
12.1. Introduction 52
12.2. Purpose of the Policy 52
12.3. To Whom the Policy Applies 52
12.4. Extent of the Policy 52
12.5. Club Responsibilities 52
12.6. Individual Responsibilities 53
12.7. Safe Operating Procedures 53
12.8. Use in General Play and Competitions 54
12.9. Golf Cart Safety Policy 54
12.10. Safe Working Practice - Mandatory 54
12.11. Before Use 54
12.12. During Use 55
12.13. After Use 56
12.14. Responding to Complaints 56
12.15. Complaint Handling Process 56
12.16. Disciplinary Sanctions 57

13. MEMBERS PRIVACY 58
13.1. Policy statement 58

13.2. WHAT IS PERSONAL INFORMATION AND WHY DO WE COLLECT IT? 59
13.3. SENSITIVE INFORMATION 59
13.4. THIRD PARTIES 59
13.5. USE AND DISCLOSURE OF PERSONAL INFORMATION 60
13.6. SECURITY OF PERSONAL INFORMATION 60
13.7. ENFORCEMENT 61
13.8. ACCESS TO YOUR PERSONAL INFORMATION 61
13.9. MAINTAINING THE QUALITY OF YOUR PERSONAL INFORMATION 61
13.10. POLICY UPDATES 61
13.11. PRIVACY POLICY COMPLAINTS AND ENQUIRIES 61
14. HYPERLINKS 62

Register of Bylaw revisions

Bylaw Revision Number	Clauses Amended	Bylaw Revision Approved On (Date)	Bylaw Revision issued to members on (Date)
MGC/BL/v1.03	First Issue		
MGC/BL/v1.04	As Highlighted	04/11/26	

Note: Any revisions to the bylaws must be specifically agreed by the MGC board prior to issue to members.

Approved

President (on behalf of the Board)

Mathew Caffery		
Name	Signature	Date

1. Introductory provisions

1.1. Interpretation

1.1.1. In these bylaws:

a. **accused member** means the member accused of conduct and/or behaviour that is a breach of this code;

b. **Act** means the Associations Incorporation Act 1981 as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the club;

c. **board** means the board for the time being constituted as provided for in the constitution;

d. **bylaws** mean the bylaws of the club;

e. **club** means Maleny Golf Club Incorporated, the incorporated association to which these bylaws apply;

f. **code** means the MGC Member Code of Conduct (refer Section 10 of these bylaws);

g. **competition** means a sanctioned MGC golf event organised or managed by MGC, (including associated casual dining and refreshment), both at MGC facilities and any MGC event that may be conducted at an alternative venue;

h. **complaint** means a complaint by any person alleging conduct or behaviour by a member that is a breach of the code.

i. **disciplinary panel** means the group of members, appointed by the board in accordance with clause 4.2.2 of the club's constitution, who will convene to consider, hear and recommend a course of action in respect of an alleged breach of code referred to a disciplinary panel;

j. **fee** means a payment of money due to the club by its members;

k. **in writing** means, unless the contrary intention appears, all forms of visible words, including printed, hard copy or electronic formats;

l. **investigating officer** means a person appointed by the board to investigate an alleged breach of conduct;

m. **member** means a person who has been duly accepted as such by the board in accordance with the constitution and who has paid any fees and levies due to the club;

n. **member's guest** means a person invited to MGC or a reciprocal club by an MGC member;

o. **MGC** means the Maleny Golf Club Incorporated;

p. **MGC staff** means employees, casual, part time or full time, of the MGC;

q. **president** means the president of MGC;

r. **player:** means a MGC member, members guest, or visitor engaged in the game of golf;

s. **reciprocal club** means a club with which MGC has a reciprocal access arrangement in place;

t. **signed** means agreed in writing;

u. **social event** means an MGC managed social activity, including casual dining and refreshments, both at MGC and at other venues.

v. **special resolution** means a resolution that is passed at a general meeting by the votes of at least 75% of the members who are present and voting.

w. **suspension** means suspension of membership, or specified membership rights, imposed in accordance with the Constitution and these bylaws.

x. For the avoidance of doubt a suspended member may not play at the club as a visitor or guest during the period of suspension.

1.1.2. A word or expression that is not defined in these bylaws, but is defined in the Act has, if the context permits, the meaning given by the Act.

1.2. Application

1.2.1. These bylaws complement and are to be read in conjunction with the constitution of Maleny Golf Club Incorporated.

1.2.2. The board may, from time to time, make, repeal or amend the bylaws for the management of the club and for the better attainment of the constitution subject to the same not being inconsistent with the constitution or with the relevant provisions of the Act.

1.2.3. A copy of each new and /or amendment to a by-law as accepted at a board meeting must be posted on the website of the club for access and inspection by members.

1.2.4. An up-to-date copy of the bylaws must be posted on the website of the club for access and inspection by members. An email notice to all members is to be issued advising members of any change in the bylaws.

1.2.5. On the basis that every member has been provided access to a copy of these bylaws of the club either by direct copy or by reference to the club's website, all members are deemed to have agreed to be bound by such bylaws.

1.2.6. If a provision in these bylaws is inconsistent with any clause in the club's constitution, the constitution prevails to the extent of the inconsistency.

1.3. Premises

1.3.1. The club's premises are situated at 15 Porters Lane, North Maleny, Queensland, 4552.

2. Membership

2.1. Membership categories

2.1.1. In accordance with clause 3 of the club's constitution, membership categories of the club are full, restricted, junior and honorary life members. Additional sub-classes of membership and the definitions thereof are detailed below.

2.1.2. Full members have rights to book and play on the course all seven days of the week, hold a Golf Australia handicap, are eligible for election to the board, to vote in club elections and general meetings and to receive discounts on club merchandise and food and beverage sales.

2.1.3. Restricted members have rights to book and play on the course as applicable to their membership class (refer to the table below), are eligible for election to the Board in accordance with the Constitution, and to receive such other benefits as determined for their membership class. Restricted members are not entitled to vote at general meetings of the Club.

2.1.4. Honorary life members are entitled to the rights, privileges and conditions of full members.

2.1.5. Membership Categories (current as October 2026):

Type	Class	Rights
Full	Gold	As 2.1.2
Full	Gold + sponsorship	As 2.1.2
Full	Honorary Life Membership	As 2.1.2
Restricted	Student (18-23 years old)	7 day playing rights + GA handicap
Restricted	Junior (up to 18 years old)	7 day playing rights + GA handicap
Restricted	Associate	Weekday* playing rights with 10% green fee discount. No GA handicap / insurance / affiliation
Restricted	Complimentary	7 day playing rights + GA handicap
Restricted	Travellers Pass	3-month temporary membership with 7 day playing rights – no GA handicap

Type	Class	Rights
Restricted	Social	Discounts on club merchandise and food and beverage.

*Excluding Public Holidays

2.1.6. Student members:

a. student members must be aged between 18 and 23 years at the commencement of the membership year and will remain as student members until the first annual membership renewal date following their attaining 23 years of age;

b. student members must provide government issued proof of age.

c. student members must be a full-time student, currently enrolled in a government registered tertiary education institution.

2.1.7. Junior members:

a. junior members must be below the age of 18 years at the commencement of the membership year, and will remain as junior members until the first annual membership renewal date following their attaining 18 years of age;

b. junior members are permitted to use the facilities of clubhouse on the understanding they comply with the provisions of the Liquor Act 1992.

2.1.8. Associate members:

a. associate members are entitled to play on any day of the week and receive a 10% discount on green fees on weekdays only.

2.1.9. Gold Member plus Sponsorship

a. This membership class is open to individuals who wish to sponsor club events along with individual full membership rights under clause 2.1.2

2.1.10. Complimentary membership:

a. complimentary membership is provided to employees as deemed appropriate by the board.

b. Complimentary members have the same benefits as full members except they are not entitled to vote in general meetings or stand for election to the Board. Recommendations for complimentary membership must come from either the general manager or a member of the board. The final decision to extend a complimentary membership will rest with the board:

c. complimentary memberships cease immediately the employee has concluded their tenure;

d. the board reserves the right to extend and/or withdraw complimentary membership at any time at their discretion.

2.1.11. Travellers: a 3-month temporary membership open to players from remote areas of QLD (as determined by the Board), interstate and international visitors to the region. Travellers receive a discount on green fees but no GA handicap, voting rights or election eligibility.

2.1.12. Social members are permitted to use the clubhouse and are eligible to play golf and use the practice facilities at the relevant fees.

2.1.13. Visitors may use the practice facilities on the basis they join the club as a social member.

2.2. Honorary life membership

2.2.1. In accordance with clause 3.1.1.d in the club's constitution, the board must consider each nomination for honorary life membership and, if approved by the board, the nomination will be submitted to the Annual General Meeting for determination by special resolution.

2.2.2. The nominee for honorary life membership must not be present at any debate on the special resolution mentioned in bylaw 2.2.1.

2.2.3. Nomination considerations;

a. extraordinary and meritorious service;

b. nominee must be a current financial member of the club.

2.2.4. Honorary life members receive the following benefits:

a. honorary life membership award;

b. free access to the clubhouse, course and functions;

c. invitations to special club events; and

d. listed on the club's website and honour board.

2.2.5. Honorary life members are required to pay competition and capitation fees.

2.2.6. Honorary life membership may cease where the persons membership is terminated in accordance with the disciplinary provisions of the Constitution, or where Honorary Life Membership is revoked by special resolution of the members at a General Meeting conducted in accordance with the Constitution.

2.3. Guests and visitors

2.3.1. A visitor may be invited as a guest of a full member to attend and play golf up to a maximum of six visitors per member per calendar year and receive a member's guest discount.

2.4. Application for membership

2.4.1. Every application for membership will be dealt with and determined in the order of receipt of the application, except that:

a. an existing golfing member in any category will have priority over any applicant for new membership; and

b. a member of a reciprocal golf club will have priority over all other applicants for new membership, apart from an existing golfing member.

2.4.2. The club must notify each applicant when they are approved for membership.

2.4.3. Whenever no vacancies exist for a particular category of membership, an applicant will be placed on a waiting list for that category of membership.

2.4.4. The club must maintain a register of persons on the waiting list for each category of membership, showing the date of application for membership of the club and details relevant to the register of members.

2.4.5. The order of priority will be the date by which such applications are received by the club.

2.4.6. The club must notify the applicant when a vacancy exists and if the Secretary has not received an application for membership, within fourteen days, the application for membership will lapse and their name will be removed from the register.

2.4.7. Membership is current until renewal is due.

2.4.8. Membership fees are due on the 1st November each year excepting honorary life members. Members who do not pay the prescribed fee within 7 days of the due date are deemed to be unfinancial and will have playing and voting rights suspended.

2.4.9. Members who do not pay the prescribed fee within 1 month of the due date are considered to have resigned.

2.5. Multiple year memberships

2.5.1. The board shall have the power to offer multiple year memberships at its discretion.

2.5.2. Provisions for multiple year memberships shall be set by the board.

2.6. Number of members, change of membership and re-admissions.

2.6.1. The number of members in each category may be limited to numbers as determined by the board. Details of any such limitations will be placed on the club's website.

2.6.2. Where the number of applicants exceeds the number of vacancies for membership, the club must for each category, maintain a waiting list of applicants recorded in order of application date.

2.6.3. Any member may at any time apply in writing for transfer from one category of membership to another category of membership.

2.6.4. Approval of such transfer, which must not be unreasonably withheld, will be at the discretion of the board.

2.6.5. Members of a junior member category must be transferred to the category of membership applied for, at the discretion of the board, in the order of priority based on the period of their membership to the club.

2.6.6. Members of the club, other than social members, must be transferred to the category of membership applied for or waiting list, if applicable, and take priority based on date of membership to the club.

2.6.7. A request by a social member for transfer to another category of membership will take priority only as a new membership application from the date of the request.

2.6.8. A previous member who has applied for re-admittance to the club:

a. must pay all subscriptions, levies, and other relevant fees; and

b. will enjoy no other privileges whatsoever by virtue of his or her former membership.

2.6.9. If there is a waiting list for the category of membership applied for by a previous member of the club, the board may grant a priority on the waiting list based on the previous period of membership in the club.

2.7. Reciprocal arrangements

2.7.1. The club may enter reciprocal arrangements with other clubs.

2.7.2. A current list of reciprocal clubs is available from the club management upon request.

2.8. Fees and subscriptions

2.8.1. The members of the various categories of membership must pay an annual subscription and such other charges or levies as prescribed in the constitution and bylaws. Annual and other charges for each membership class will be as advertised on the club's website or can be obtained from the clubhouse.

2.8.2. Honorary life members will not pay annual subscriptions, other than affiliation or capitation fees, or be required to incur any liabilities for levies, calls and the like, during their honorary life membership.

2.8.3. Where an applicant for membership is approved as a member during a financial year, the applicable annual subscription for that financial year will be the amount calculated on a pro-rata basis (subject to payment of any non-recurring charges or fixed amounts for affiliation fees, insurance and other charges) for the unexpired months of the financial year from the date of election to membership.

2.8.4. Subject to bylaw 2.8.5, all annual subscriptions, affiliation fees, insurance and other charges are payable yearly in advance and payment will be due on the first day of each membership year.

2.8.5. In the event of demonstrable financial or other hardship the board may approve that a member can pay the annual subscription by two equal instalments or using the club's preferred supplier of membership finance schemes (i.e. "pay as you golf"):

a. such instalments will be due on the first day of the first and second halves of the membership year;

b. such member so electing agrees that at the time of payment of the first instalment of the annual subscription, they must also pay a sum equal to ten percent (10%) surcharge on that half of the annual subscription;

c. the affiliation fee, insurance, GST and other charges due must also be paid in full with the first instalment.

2.8.6. Members transferring to a category of membership that attracts a higher annual subscription:

a. must pay the monthly pro-rata difference in annual subscriptions then prevailing between the applicable categories of membership as at the date of application for transfer.

2.8.7. Members transferring to a category of membership that attracts a lower annual subscription:

a. a monthly pro rata credit of annual subscription will apply;

b. this amount will remain on the members account to be used for subsequent annual subscription dues;

c. no refund will be given.

2.8.8. When a member of a junior or student member category attains an age referred to in the bylaws whereby the member must transfer to another category of membership:

a. payment of the difference in nomination fees (if applicable) will be waived, if they have been a financial member of the club for the last three years of membership prior to:

i transfer from junior member to student member or full member; or

ii transfer from student member to full member.

2.8.9. Members resigning their membership are not eligible for a refund of membership fees paid.

3. Membership fee refund (and pro-rata) policy

3.1. Subscription fees statement

3.1.1. MGC relies on membership subscription fees to operate and remain financially viable. Subscription fees are a major source of income for the club which enables the club to provide its members with the best possible standard of playing and club facilities.

3.2. Policy statement

3.2.1. Upon receipt of membership subscriptions, clause 3.2.7 of the Constitution stipulates there is no refund of membership subscriptions (including membership, cart access and storage fees).

3.2.2. It is acknowledged however, that there may be some exceptional circumstances in which a refund of a member's subscription (or part thereof) may be warranted.

3.2.3. Examples of exceptional circumstances considered for a refund:

a. injury or illness that would prevent a member from playing indefinitely, requiring the member to resign his membership. In the event 3 months fees or more remain in the current membership year a refund for the portion of unplayed time may be refunded subject to board approval. ;

b. deceased members.

3.3. Approved Refund

3.3.1. The amount of any approved refund will be calculated on a pro-rata basis and payable as a credit, or EFT – at the board's discretion.

3.3.2. Circumstances where a refund is not applicable:

a. where a member has been suspended from the club or had their membership terminated;

b. where a member simply opts to not continue playing golf and/or accessing the club;

c. where a member relocates their place of residence.

d. Where a member's work routine or schedules prevent regular play

3.4. Refund request

3.4.1. Any request for a refund of subscription fees must be made in writing to the general manager accompanied by any supporting documentation (e.g. a doctor's certificate). The general manager will determine the merit of the claim and make a recommendation to the board.

3.4.2. A refund of pro rata fees is only available on the basis an annual full membership subscription has been paid at the specified rates.

3.5. Leave of Absence

3.5.1. The board may, at its discretion, grant a golfing member leave of absence.

3.5.2. . A member will receive a credit for a leave of absence taken in the current membership year and this credit will be applied to membership fees in the following membership year. If the member chooses not renew membership in the following year the amount of outstanding credit will be refunded if approved by the Board

3.5.3. The application for leave of absence must be in writing to the secretary, clearly stating the reason such leave is required, at least six weeks prior to first day of the required leave, except in the case of emergency or the requirement for leave was not known to the applicant prior to the period stated herein.

3.5.4. Each period of leave must be for a minimum of three consecutive calendar months, commencing on the first day of a month and renewable annually to a total of three years.

3.5.5. Any request for transfer, renewal or extension of leave must be in writing to the secretary.

3.5.6. The applicant for leave must be a financial member on the day prior to the commencement of such leave.

3.5.7. Any carry over or credit of prepaid annual subscription into the period of leave must be credited to the annual subscription, fees and other charges due at the termination of such leave.

3.5.8. The leave of absence must be recorded in the register of members as a sub-classification of the relevant category of membership and re-admission to a category must be in accordance with these bylaws.

3.6. PGA Professional Golfer – Green Fees Policy

3.6.1. All PGA professional golfers (pros) - including associates/trainees, are welcome to play at MGC, upon payment of the discounted member's guest green fee - on the following conditions:

a. prior notice is provided to, and approved by the general manager ;

b. an advance booking is made with the MGC golf shop;

c. cancellations are to be advised at least 48 hours prior to play;

d. PGA pros and guests must report to the golf shop prior to play and pay the appropriate fee;

e. no green fee discounts are available to non-PGA members;

f. no discount on motorised carts is available to PGA pros or their guests;

4. Online booking – terms and conditions

4.1. Refund of online payments

4.1.1. MGC does not refund online payments unless the course is officially closed by the course superintendent. In the case a refund is applicable this will be provided by a voucher for future play.

4.2. Confirmation of booking

4.2.1. Successful online bookings will receive an automatic confirmation via email.

4.2.2. No further confirmation is required.

4.2.3. The internet booking system is directly linked to the reservation software, and the customer will only be contacted if an MGC staff member has a query regarding the booking. If a confirmation email is not received, the customer must check that the email entered is correct. Queries, questions or problems with the MGC Booking System please telephone 07 5499 9960. The customer is required as proof of booking to provide the reference number, or the credit card used to secure the booking at the time of registration to the reservations staff.

4.2.4. Maleny Golf Club reserves the right to alter tee times without notice due to circumstances outside of MGC's control. (E.g., weather events, lightning, slow play, course renovations etc).

4.3. Tee time modifications

4.3.1. Bookings cannot be modified online. Modifications to tee times can be made by calling Golf Reservations on 07 5499 9960 or sending a detailed email to shop@malenygolfclub.com.au together with a copy of the original confirmation email. No guarantee can be given for the requested date/time.

4.3.2. Should the customer wish to modify or change their booking to an alternative time or date, contact must be made with MGC 48 hrs. before the reserved tee time, the customer must speak to the Golf Manager or delegated proxy on **07 5499 9960** or email shop@malenygolfclub.com.au.

4.3.3. The Golf Manager will confirm availability of the new tee date and time and when modifications cannot be processed immediately a voucher for future play will be issued.

4.3.4. Should the customer not be able to confirm a re-scheduled tee time, a 'credit note' will be provided. To redeem the voucher for future play the

customer is required to reschedule the tee times at a mutually agreed time. It should be noted vouchers for future play can only be redeemed tor tee times.

4.3.5. MGC reserves the right to refuse to accept a voucher for future play should the customer not provide 48 hours' notice to a staff member of MGC.

4.3.6. Should a player of a prepaid group tee time become unable to play, golf reservations must be advised within 48 hours, should 48 hours not be provided, MGC reserves the right to refuse to issue a voucher for future play for this non played tee time.

4.3.7. Members, visitors and guests must check in at Golf reservations a minimum of 15-20 minutes before the booked tee time is due to start. Should players not arrive and register with Golf Reservations you may risk the cancellation of your tee time, in this event a voucher for future play will not be given.

5. Governance structure

5.1. Powers of the board

5.1.1. The board may, from time to time, negotiate with:

a. golf clubs outside the Sunshine Coast Hinterland area to obtain reciprocal rights for members of Maleny Golf Club Incorporated to play on other courses and for members of other golf clubs to play on the club's golf course; and

b. any registered club to enter into a formal reciprocity arrangement whereby members of either club are entitled to use the clubhouse facilities.

5.1.2. The board will not be authorised or entitled, unless acting under a special resolution of the members at a general meeting to:

a. borrow or raise money or incur debts or disabilities on behalf of or in the name of the club, to a greater amount than a sum equal to fifty percent (50%) of the amount paid by way of all annual subscriptions (including multiple year subscriptions) per transaction in the financial year, as stated in the club's financial report for the year preceding the year in which the liability is likely to occur; or

b. construct, improve, develop, carry out or alter any building, grounds, works or conveniences or in exercising the powers prescribed in the club's constitution, incur expenditure for same on behalf of or in the name of the club, to a greater amount for any one project than that prescribed in bylaw 5.1.2.a. after deduction of grants and pledged donations.

5.1.3. The board may, from time to time and in such manner as they think fit, replace existing course machinery when the purchase figure exceeds the amount prescribed in the bylaws without having to obtain permission from the members at a general meeting.

5.2. Board duties

5.2.1. All board members shall:

a. attend board meetings and general meetings of the club, as well as other meetings/workshops as they are called from time to time;

b. attend functions held by the club as required;

c. have the power to delegate appropriate duties to subcommittees, employees and volunteers;

d. maintain all documents, books, papers, keys, records and goods belonging to the club and pertaining to the office held and deliver them to the club at the completion of their term of office;

e. hold a current blue card or exemption card obtained under the Working with Children (Risk Management and Screening) Act 2000 or agree to obtain one immediately upon being elected to the board;

f. undergo a criminal history check, if required by the club;

g. maintain a good working knowledge of the club's constitution, bylaws, policies and procedures;

h. provide guidance, mentoring and support for those taking over from their positions at the end of their term of office;

i. perform any such other duties as appropriate and as directed by the board; and

j. where required, sign a confidentiality agreement with the club.

5.2.2. In accordance with clause 6 of the constitution, the board comprises of seven elected members serving two-year terms, with elections staggered so that, as nearly as practicable, four positions fall due for election in one year and three positions in the following year. The indicative duties and obligations of each board member is set out below.

5.2.3. President:

a. ensure the standards of good governance are acquitted in accordance with best practice, relevant legislation and the club's constitution, bylaws, policies and procedures;

b. preside as chairperson at board meetings and general meetings and in doing so ensure that all business is conducted in a proper manner in accordance with the club's constitution, bylaws, policies and procedures;

c. set the direction of the club and oversee the strategic development of the club through the development of plans, policies and procedures to meet the objects of the club;

d. ensure board members and other volunteers fulfil their responsibilities as required;

e. support relevant board members in liaising with government departments, Councils, partners, sponsors and governing bodies where club representation is required;

f. report to the board and members of the club as appropriate, including an annual report to be presented at the annual general meeting;

g. ensure that planning and budgeting for the future is carried out in accordance with the strategic plan for the club ;

h. ensure each of the club's subcommittees are clear as to their duties and obligations, and are fulfilling these and serve as an ex-officio member on all subcommittees; and

i. prepare a report to be given to the secretary prior to, and to be presented at, the annual general meeting.

5.2.4. Vice-president:

a. provide assistance to the president as necessary;

b. assume the duties of the president in their absence;

c. assist other board members as required to carry out their duties during their absence periods of leave;

d. assume specific assignments and/or responsibilities as requested by the president or as directed by the board.

5.2.5. Secretary:

a. issue notices of meetings in accordance with the club's constitution, together with an agenda;

b. collect and collate reports from office bearers;

c. keep and circulate accurate minutes for all board and general meetings;

d. if required, act as the club's primary point of contact with governing bodies, deal with governing body queries and forward to appropriate club personnel for response;

e. manage all correspondence of the club as instructed by the board and ensure files of such correspondence, records and reports of subcommittees, officers, delegates and officials are kept by the club;

f. provide the board with all applications for membership and ensure an up-to-date register of members is maintained;

g. ensure safe and secure storage of club documents;

h. ensure new members are sent advice of their admission and welcome to the club;

i. ensure that a current copy of the club's constitution and bylaws are accessible to each member;

j. coordinate the agenda and content of the annual report for presentation at the annual general meeting and ensure the annual report is forwarded to relevant governing bodies;

k. ensure the club management has issued a list of reciprocal clubs and made the list available in the club house to meet Office of Liquor and Gaming regulations requirements;

l. call for nominations for board positions prior to the annual general meeting; and

m. provide details of board and key contact changes to governing bodies, regulatory authorities and other relevant stakeholders, as required.

5.2.6. Treasurer:

a. act as the club's commercial and financial officer working with the board and general manager to;

b. maintain all books and accounts of the club and prepare a statement of receipts and expenditure, profit and loss report, balance sheet and bank statements for presentation to each board meeting and general meeting;

c. monitor the issue of invoices and coordinate the receipt of monies and issuing of receipts;

d. monitor the club's cash flow and bring to the attention of the board any issues of concern;

e. monitor that all funds received are processed through the club's accounting systems, and ensure the prompt deposit of cash into the bank;

f. ensure that fees due to governing bodies, are paid in due time, when authorised by the board;

g. monitor that e-payments are paid either by cheque or electronic funds transfer in accordance with the Club's delegation of authority and accounting and payment systems;

h. act as a signatory on club bank accounts;

i. following the end date of the club's financial year, close the club's books and manage the preparation of a set of financial statements as required by the auditor;

j. submit the club's financial statements and other relevant records to the auditor with sufficient time prior to the annual general meeting; and

k. present audited financial statements to the annual general meeting, in accordance with the club's constitutions, statutory reporting requirements and the Act;

l. prepare monthly financial statements reporting against approved expenditure and report any variance to budget;

m. ensure that a financial strategy policy is established, approved by the board and adhered to;

n. ensure that capital expenditure is authorised in accordance with budget and club policy;

o. ensure that annual and/or project financial budgets are prepared and approved by the board, on an annual and long-term basis, to meet the club's governance and planning needs;

p. ensure that a suitable accounting system is in place that is adequate for the club's needs;

q. ensure that the club's operating and capital requirements are adequately provided for, whilst maintaining a medium to long-term view on cash reserves and future capital requirements;

r. ensure that any excess funds are invested efficiently, in accordance with the club's investment guidelines;

s. ensure all club assets are properly recorded in an asset register and adequately secured;

t. ensure that all club assets and risks are adequately assessed and insured as necessary;

u. make recommendations to the board regarding membership fees, subscriptions, green fees, competition fees and other charges;

v. monitor the pricing, purchasing and profit returns from all activities;

w. monitor that adequate internal controls exist to ensure that income and expenditure is properly recorded and controlled;

x. monitor that all statutory records are properly maintained, and all employees (if applicable) are adequately remunerated in accordance with statutory requirements and common practice;

y. monitor that the club meets all employment obligations including work cover and superannuation requirements;

z. ensure that all taxes are promptly remitted, in accordance with legislative requirements and timetables.

5.2.7. Captain:

a. act as the club's lead in managing golf competitions, social and charity events in coordination with the general manager and operations staff;

b. act as the club's lead in liaising with zone, district and veteran's golfing associations;

c. assist the general manager to maintain an annual club events calendar;

d. lead the match subcommittee;

e. maintain a current set of local golfing rules in alignment with the Rules of Golf and Golf Australia requirements;

f. participate in the greens, course and environmental management subcommittee as required and provide reports to the board on any issues requiring the board's attention or approval;

g. participate in the social and catering subcommittee as required and provide reports to the board on any issues requiring the board's attention or approval.

5.2.8. Other members of the Board:

a. Other members of the Board are able to be nominated for election based on a broad range of skillsets which will, amongst others, include the following, and will be further defined during the election process.

i liaise as necessary with government departments, Councils, partners, sponsors and governing bodies where club representation is required;

ii actively monitor the availability of external grants and the like available to the club and, in liaison with other board members submit grant applications and report on their progress;

iii actively coordinate with other users of the Maleny District Sport and Recreation Club precinct to ensure the club is

aware of potential changes in use and is integrated into and participates in the future evolution the precinct for the benefit of all parties.

iv lead and manage future club projects such as the clubhouse and major course renovations with specific responsibility for achieving cost, schedule and quality outcomes set by the board;

v ensure communication is maintained with members on the proposed scope and timing of club projects to actively seek feedback from members at key milestones of each project;

vi form and manage specific project subcommittees as required;

vii report to the board on the progress and costs of projects and any risks that could potentially increase cost or delay completion.

5.3. Election Process

5.3.1. The detailed process and rules governing the election of board members and the disciplinary appeals chairperson will be advised at the commencement of an election.

5.3.2. Generally, elections will be managed by a member of or employee of the club acting as the "election co-ordinator" as appointed by the board. The role of the election coordinator is to:

a. assist in the management of the election process;

b. enable members to cast their vote electronically;

c. maintain appropriate systems that will provide members confidentiality and provide accurate election results on completion.

5.3.3. In addition to the election coordinator several election scrutineers may be appointed by the board.

5.4. General Manager

5.4.1. Appointment of general manager:

a. a general manager may be appointed by the board;

b. a person currently serving as a board member may not apply to fill the position of general manager.

5.4.2. Powers, duties and authorities of general manager:

a. the general manager holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the board.

b. the exercise of those powers and authorities and the performance of those duties by the general manager are subject at all times to the control of the board.

5.4.3. Delegation to general manager:

a. the board may delegate to the general manager the power (subject to such reservations on the power as may be decided by the board) to conduct the day-to-day management and control of the business and affairs of the club.

5.4.4. The duties of the general manager include but are not limited to the following;

a. lead the recruitment and management of staff required to undertake club operations;

b. negotiate and recommend the terms and conditions of staff contracts, pay levels and any bonus arrangements subject to approval by the board;

c. oversee all golf operations and course maintenance;

d. approve miscellaneous expenditure by the club professionals, course superintendent and golf services staff; subject to compliance with board governance requirements;

e. plan, organise and manage the activities of all golf services staff towards achieving agreed objectives;

f. ensure the golf shop operates in a manner that delivers high levels of service to members and visitors;

g. ensure that the golf shop offers a range of golf merchandise, food and beverages that meet the needs of members and visitors;

h. maximise retail selling margins for all products to ensure yearly budgets are achieved;

i. closely manage stock control with emphasis on minimal write-offs and losses;

j. actively participate in the formulation of annual operating budgets and the 10-year strategic plan updates;

k. utilise the management accounting information system in conjunction with the club's accountants and treasurer to deliver successful financial outcomes;

l. management of all special projects assigned by the board including any other tasks allocated from time to time;

m. ensure that all legal and statutory return matters are referred to the club secretary and treasurer in a timely manner to ensure compliance;

n. remain up to date on all legislation relative to workplace health and safety, anti-discrimination laws, trade practices, industrial relations and the regulations governing responsible service of alcohol, smoking and food service;

o. ensure that monthly reports are compiled and submitted to the president and secretary at least five days prior to the scheduled meeting dates;

p. develop and implementation of advertising, promotional strategies, and plans to enhance the club's profile and financial viability;

q. actively pursue and recommend to the board sponsorships and corporate memberships consistent with the objectives of the club;

r. manage, train and develop staff and volunteers to ensure that a consistent attitude and competency prevails in all dealings with members and visitors;

s. constantly strive for cost and revenue improvements through management initiatives and innovation;

t. manage golf operations to ensure that all golf played is developed and delivered in a highly organised manner.

5.5. Subcommittees

5.5.1. Subcommittees may be created by the board relating to various operational and social aspects of the club. A subcommittee has no independent authority of the Club other than authority expressly delegated to it by the board. The creation of, or delegation to, a subcommittee does not diminish the board's ultimate control, supervision or accountability under the Constitution.

5.5.2. Members of subcommittees will be selected by the board annually following the annual general meeting.

5.5.3. The requirements for subcommittee membership will be advertised to the membership, and the board will select membership from those volunteers who meet the requirements of the position.

5.5.4. The board will be responsible for the creation of subcommittees, and it should be noted that where the board decides a subcommittee is not required for the effective running of the club it will not be convened.

5.5.5. Operational subcommittees may include, but are not limited to the following:

a. finance subcommittee;

b. greens, course and environmental management subcommittee;

c. match subcommittee;

d. social and catering subcommittee;

e. Maleny Precinct representation and co-ordination subcommittee

f. special projects subcommittee.

5.6. Operational subcommittee duties

5.6.1. The following lists the general role, scope, and powers of a number of subcommittees. The board will confirm these in writing at the commencement of each annual term,

5.6.2. Finance subcommittee:

a. review the club's financial statements;

b. review compliance with accounting policies and standards;

c. review adequacy of disclosures;

d. ensure compliance in respect of financial matters to;

   i the club's statutory obligations;

   ii occupational health and safety laws;

   iii trade practices laws;

   iv formal written policies.

e. review club auditor's performance;

f. act as direct link between the board and club auditors;

g. review matters relating to the investment of assets in line with club policy;

h. obtain advice from external investment advisors regarding the club's investments;

i. produce forward plans and budgets for club financial management that meet the needs of the board and statutory obligations;

j. assist in the development of fund-raising strategies for the staged development of the golf course, club house and associated facilities;

k. produce estimates and financial models detailing membership income and other course revenues each year;

l. produce monthly reports highlighting the club's financial performance against planned.

m. assist in negotiations with suppliers, contractors and other third parties for the supply of goods and services to the club;

n. assist in negotiations with sponsors and other parties for the provisions of long-term support to the club;

o. develop internal control to ensure all club funds are accounted for;

p. regularly review the club's investments and make recommendations on changes deemed necessary;

q. report to the board as required.

5.6.3. Greens, course and environmental management subcommittee:

a. golf course presentation including maintenance and improvements to all playing surfaces, plantings, gardens, on-course signage, on-course furniture and any future alterations or reconstructions;

b. in conjunction with the treasurer and greens superintendent, undertake the development and preparation of the annual budget and strategic plan for the maintenance and improvement of the golf course and the maintenance and acquisition of tools and machinery;

c. development of a long-term plan for the maintenance of the golf course, machinery replacement, with the implementation of a five-year rolling plan for both;

d. oversee the continued development and compliance to the club's environmental management plan;

e. Oversee the supervision of volunteer labour on course and ensure compliance under the workplace health and safety regulations;

f. maintain a program of keeping the club membership informed in advance of any course maintenance or construction work which affects playing conditions;

g. supervise the upkeep and improvement of the club’s golf course;

h. provide support to the course superintendent;

i. recommend changes to the course;

j. organise and manage volunteer “working bees” to assist in the upkeep of the grounds;

k. consider any proposals for structural alterations to the golf course;

l. determine if proposed alterations to the golf course will alter the integrity of the original course design;

m. provide all necessary reports to the board setting out the rationale behind any proposed alterations to the course design in sufficient detail to allow the board to approve or deny the proposed structural alterations;

n. subject to approval by the board approving structural alterations, prepare a final course alterations presentation;

o. if denying structural alterations, prepare a report on why the proposal does not meet requirements;

p. report to the board as required.

q. Match subcommittee:

r. prepare a calendar of events for the running of competitions and social events to enable a comprehensive club golfing programme including times and conditions of play with the aim of having a wide selection of games that suit all players of varying abilities;

s. set the date and format of club championships;

t. set local rules as per rules of golf, pertaining to the course;

u. resolve any disputes in relation to the rules of golf, the club's local rules and conditions of play;

v. actively encourage an increase in the number of competitors in all events, encouraging new members to feel comfortable to play with any member of the club;

w. ensure members and visitors are given opportunities at appropriate times to compete and enjoy a variety of golf competitions while ensuring that the rules and etiquette of golf are followed at all times, so the club is promoted in a positive light;

x. encourage the development of perpetual trophies for club championship events, sponsored by the club and retained in the clubhouse;

y. work with the treasurer and/or finance committee to find sponsorship for minor events;

z. supervise and control all matters pertaining to play;

aa. select teams;

bb. ensure compliance with the club's conditions of play;

cc. hear member protests in connection with any match or competition:

- i any competitor desiring to enter a protest in connection with a match or competition shall do so in writing, addressed to the secretary of the match committee and shall deposit the protest with the cards of play for the match or competition in question;
- ii the match committee shall, upon receipt of a protest, at the earliest possible opportunity convene a meeting of the match committee which shall thereupon consider the protest and, as soon as practicable issue a ruling which shall be final and binding on the competitors involved.

dd. organise the selection and awarding of trophies;

- i restricted members and visitors shall be entitled to compete for any club trophy except for championship events and any other events for which the match subcommittee shall declare restricted members and visitors to be ineligible.
- ii report to the board as required.

5.6.4. Social event and house subcommittee:

a. plan, promote, and conduct a diverse social programme for the benefit of members and visitors to include:

i a program of social activities in support of the club's competitions;

ii a program of social activities for the club membership as a whole;

iii social golfing events in support of members and local charities.

iv ensure that the clubhouse buildings, fixtures and fittings, and clubhouse surrounds are maintained in suitable condition and provide recommendations for improvement;

v recommend a capital and maintenance budget on an annual basis;

vi ensure that a safe work environment is maintained;

manage catering events in liaison with the general manager and volunteers to all of the agreed scope and standards as required.

5.6.5. Maleny Precinct subcommittee

a. Responsible for liaising with Council, ensuring compliance with conditions of the Club's lease, representing the club on the Tenants Advisory Group and all general communication and coordination with precinct stakeholders and other interested parties.

6. Meeting procedures

6.1. Standing orders

6.1.1. The club shall conduct its meetings in an orderly manner, generally in accordance with the customary procedures at meetings.

6.1.2. The level of formality required at a meeting is to be determined by the chairperson, subject to the operational requirements of the club and the seriousness or confidentiality of any matters to be resolved at that meeting.

6.1.3. The chairperson of any board meeting, general meeting or subcommittee meeting shall have authority to apply the following standing orders:

a. meetings shall, subject to the presence of a quorum, start at the time set out on the notice, and shall, subject to the discretion of the meeting, continue until all business on the agenda is disposed of;

b. in the event that a meeting lapses, all business on the agenda of the lapsed meeting shall be included on the agenda of the next meeting and shall take precedence over any new business;

c. a question arising at a meeting is to be decided by a majority vote of those members present and voting at the meeting and, if the votes are equal, the question is decided so as to maintain the status quo;

d. a general meeting may at any time during the discussion of a motion or an amendment resolve itself into a Committee of the Whole;

e. standing orders (a) to (g), or any of them, may be suspended by a majority of those present. A motion to this effect shall be open to debate;

f. no member shall reflect on the vote of a meeting, except on a motion for the rescission of any resolution previously adopted;

g. any decision made by a validly constituted meeting shall not be void by reason only of a departure from these standing orders which was not detected until after the decision had been made.

6.2. Board meetings

6.2.1. In addition to clause 8.1 in the club's constitution, the board meets a minimum of once every two calendar months to exercise its functions.

6.2.2. The board may invite representatives from subcommittees to attend board meetings, in order to present reports and engage in general discussion.

6.2.3. Unless they are also a board member, a subcommittee representative may not vote at a board meeting.

6.3. Subcommittee meetings

6.3.1. At a subcommittee meeting, more than 50% of the members currently serving on the subcommittee form a quorum.

6.3.2. If the chairperson of a subcommittee is not present within ten minutes after the time fixed for a meeting, the members present may choose one of their number to be chairperson of the meeting.

6.3.3. If there is no quorum within 30 minutes after the time fixed for a subcommittee meeting:

a. the meeting is to be adjourned for at least one day; and

b. members of the subcommittee who are present are to decide the day, time and place of the adjourned meeting.

6.3.4. If, at an adjourned meeting mentioned in bylaw 6.3.3, there is no quorum within 30 minutes after the time fixed for the meeting, the subcommittee members present form a quorum.

6.3.5. A question arising at a subcommittee meeting is to be decided by a majority vote of the members present at the meeting and, if the votes are equal, the question is resolved so as to maintain the status quo.

6.3.6. All subcommittee decisions must be ratified by the board.

6.4. Support for decisions and resolutions

6.4.1. Any board member or subcommittee member shall support all decisions and resolutions carried at board or subcommittee meetings.

6.4.2. Bylaw 6.4.1 shall apply, even if a board member or subcommittee member voted in the negative during consideration of the proposed decision or resolution.

7. Finance and Membership

7.1. Financial delegations

7.1.1. The Board is responsible for the management and proper accounting of the Club's income and expenditure in accordance with Clause 10 of the Constitution

7.1.2. The Treasurer is responsible with the General Manager for preparing an annual budget and providing monthly reports as to the Club's financial performance comparing forecast with actual income and expenditure. The key to this measurement is the preparation of annual and long-term budgets and plans to ensure that the Club has the necessary financial resources to cover its financial commitments.

7.1.3. The Board will review and approve the annual budget for the coming financial year. The budget will set out all forecast income and expenditure. There will be a separate budget for capital expenditure, identifying how such expenditure will be funded and when the expenditure is expected to occur. The annual budget will also detail the breakdown of employee costs for the coming year.

7.1.4. The Club's ten year cash forecast will be updated once the annual budget has been approved by the Board.

7.1.5. Expenditure for normal operating costs (employee costs, course and clubhouse operating costs etc) will require no additional Board approval providing that the expenditure was included in the approved budget.

7.1.6. In the event an overspend is anticipated in the annual operating cost forecast (in any given line item) of more than 5% of the annual approved budget the Treasurer will bring this to the attention of the Board and obtain, if required, approval to a revised annual forecast.

7.1.7. Items of additional capital expenditure that were not included in the annual budget, or are forecast to exceed the approved annual budget must be approved by the Board.

7.2. Reimbursements of approved out-of-pocket expenses

7.2.1. Board members, subcommittee members and any other key personnel/volunteers shall be entitled to claim reimbursement of up to $200 per transaction, for out-of-pocket expenses incurred whilst acting in an official capacity on behalf of the club, provided that approval in advance has been obtained from the general manager.

7.2.2. Any out-of-pocket expense likely to exceed $200 must be approved in advance by the general manager prior to expenditure.

7.2.3. All requests for reimbursement must be accompanied with tax receipts and be submitted within seven days of incurring the expense.

7.3. Funds and accounts

7.3.1. In accordance with clause 11.1 in the club's constitution, any cheque or electronic funds transfer from a club account must be signed or approved by two members of the board or as authorised by the board.

7.3.2. No such payment may be authorised by two people who are partnered, reside at the same address or in any way related to one another.

8. Protocols for course changes

8.1.1. The founding design philosophy for the Maleny Golf Club course was to develop a links styled layout to provide members and visitors the opportunity to enjoy a golfing experience in keeping with the age-old ideology of 'golf as it began'.

8.1.2. Design covenants to be adopted to protect the design intent are:

a. a minimalist styled course to complement the surrounding environment achieved by least possible disturbance to the natural terrain beyond the construction of tees and greens;

b. greens to be of a high standard designed 'links style' complimented with revetted bunkering;

c. fairways to be mown over existing contours and defined using natural elements only to create character and promote the links styled aesthetic.

8.1.3. Where possible, the existing kikuyu grass (Pennisetum clandestine) is to be used for this purpose, together with the established wetland areas that are within the land parcel.

8.1.4. The course is to retain a natural openness with no plantings between fairways providing golfers of all skill levels with more options when playing shots.

8.1.5. If the board considers a structural change to the course is necessary, the board must appoint a specific course alterations subcommittee to consider the issue.

8.1.6. The course alterations subcommittee is to include:

a. two financial members of the club who have previously held a board position;

b. two current board members;

c. the course superintendent; and

d. other financial members as deemed necessary by the Board

8.1.7. The course alterations subcommittee must ensure that any changes made to the Maleny Golf Course in the future do not alter the playing character as established by the course architect and the original design philosophy and intent of the club.

8.1.8. Structural alterations mean:

a. any significant changes to the original design which alter the playing characteristics of an existing hole or the construction of a new hole and includes:

i the repositioning or reconfiguring of a tee, bunker or green;

ii the construction of a new tee, bunker or green, above ground contours, wastelands, wetlands, ponds;

iii the removal of any mature native trees (other than for reasons of safety);

iv or the planting of a new tree, shrub or bush.

8.1.9. The following alterations remain the responsibility of the course superintendent and the greens, course and environmental management committee, and are not classified as structural alterations:

a. alterations that primarily relate to ongoing maintenance issues including:

i removal of dead trees;

ii restoring bunkers and bunker edges where maintenance practises have led to change;

iii restorative planting of grasses;

iv new sub-surface drainage.

8.1.10. In order for the members of the greens, course and environmental management subcommittee to reach a recommendation on any proposed structural alterations to the golf course, the subcommittee must be provided with all information regarding the proposal, which may include;

a. a copy of the board proposal to make structural alterations to the golf course;

b. a briefing paper or explanation advising the necessity or reasons for the proposal to make structural alterations to the golf course;

c. copies of developed sketch plans of the proposed alteration works that are adequate to inform the course committee of the nature and cost of the proposed changes;

d. advice from a course architect by way of note, letter, report or drawing;

e. detailed works plans and dimensioning defining the change;

f. cross-section of proposed alteration works or contour plans.

8.1.11. The greens, course and environmental management subcommittee will consider the matters at hand and be assured that the proposed changes do not detract from or alter the integrity of the original course design. After due consideration, a vote will be called to determine whether the proposed change gains the greens, course and environmental management subcommittee's approval.

8.1.12. If the greens, course and environmental management subcommittee vote in favour of the proposed alterations, the subcommittee must prepare a final course alterations presentation, including all relevant documentation, to be presented to the board for consideration and approval to proceed.

8.1.13. If the greens, course and environmental management subcommittee vote against the proposal, the subcommittee must prepare a report in writing to advise the board why the proposal does not meet the requirements and what action might be needed to alter the proposal to meet the subcommittee's concerns.

9. General policies and guidelines

9.1. Adopted guidelines and policies (hyperlinks at section 14)

9.1.1. The club adopts and adheres to the following;

a. Golf Australia's code of conduct and disciplinary procedures;

b. Golf Australia's hot weather guidelines;

c. Golf Australia's member protection policy;

d. Golf Australia's social media policy;

e. Queensland Government blue card and child protection provisions; and

f. Sport Integrity Australia's Australian National Anti-doping policy.

9.2. Adopted Maleny Golf Club policies and procedures

9.2.1. The club adopts and adheres to the following policies and procedures details of which are included in these bylaws:

a. MGC Golf Club Cart Policy;

b. MGC Lightning Awareness Standard Operating Procedure;

c. MGC Grievance Handling Policy;

d. MGC Online Bookings Policy/Terms and Conditions;

e. MGC Membership Fee Refund Policy;

f. MGC Privacy Policy;

g. MGC PGA Professional Golfer Green Fees Policy;

h. MGC Workplace Safety Policy.

9.3. Alcohol

9.3.1. The club must not sell or supply liquor or permit or suffer liquor to be consumed on its licensed premises at any time other than on such days and during such hours as are stipulated in and permitted under the provisions of the Liquor Act.

9.3.2. All liquor consumed on the licensed premises must be purchased from the club.

9.3.3. The club must comply, at all times, with the requirements of the Liquor Licensing Act, together with the provisions of the Responsible Service of Alcohol regulations.

9.3.4. The club supports the responsible consumption of alcohol and takes seriously any inappropriate behaviour that results from excessive drinking.

9.3.5. Members and visitors are to ensure that they do not consume alcohol to such an extent as to be intoxicated.

9.3.6. The club meets all liquor licencing requirements and alcohol is only served with regard to the safety and wellbeing of patrons.

9.4. Motorised cart sheds

9.4.1. The club provides motorised cart sheds, which members may rent to store their motorised carts at the club.

9.4.2. A transfer of ownership of a motorised cart currently stored in a club motorised cart shed does not automatically entitle the new owner of that motorised cart storage within the motorised cart shed and an application must be made to the General Manager in accordance with bylaw 9.4.3.

9.4.3. Application for access to a motorised cart shed is to be made by the member to the General Manager and they, at their sole discretion, will allocate available sheds to members using a waiting list system.

9.5. Child Protection

9.5.1. The club is committed to the safety and wellbeing of all children and young people who use its services and is dedicated to protecting them from harm.

9.5.2. The club abides by the Safeguarding Policy included in the Golf Australia Member Protection Framework.

9.6. Damage to property

9.6.1. Any member negligently or wilfully breaking or otherwise damaging any club property shall pay such sum as may be determined by the board sufficient to cover the damage.

9.7. Dress Code

9.7.1. Members and Visitors are required to be suitably dressed, within the dictates of modern custom and fashion at all times.

9.7.2. The minimum standard of dress on the course and within the clubhouse generally, is acceptable modern styled casual wear.

9.7.3. Shoes – all players must wear specialist golf shoes or similar footwear that will not cause damage to the greens. Metal spiked shoes are prohibited.

9.7.4. The following attire is not allowed:

a. Working or rough gear including stubbies.

b. Singlets

c. Football socks

d. Tracksuits

e. Worn or dirty clothing

9.8. First aid

9.8.1. The club is committed to providing a safe and healthy sporting environment. The club will endeavour to provide appropriate and adequate first aid treatment in the event of a person sustaining an injury or illness.

9.8.2. The club will meet first aid legislative requirements as a minimum standard.

9.8.3. First aid facilities will be maintained on a regular basis.

9.9. Incidents and injuries

9.9.1. All incidents and injuries occurring at the club, or during club events, must be reported in writing to the board via the general manager or his delegate.

9.10. Lightning Awareness

9.10.1. Rain, thunder and lightning are part of the Hinterland weather patterns and can at times be severe.

9.10.2. This Standard Operating Procedure (SOP) provides recommendations for abating hazards that may result when there is a risk associated with lightning strike due to storms. Further information is also provided in our Emergency Plan.

9.10.3. Due to the exposed nature of conducting work and playing the game of golf out in open areas on the golf course there may be a risk of a lightning strike to staff, members and visitors

9.10.4. This risk can be minimised with appropriate processes and communications for staff, members and visitors to the club and by personally remaining alert to your surroundings.

9.10.5. Lightning strikes may be rare, but they still happen, and the risk of serious injury or death is high. So, at MGC, we take thunderstorms very seriously.

9.10.6. If there is a risk of lightning, or it is forecast or observed in the vicinity, all work and play must be discontinued and staff, members and visitors must proceed indoors, whether or not a siren or signal has been sounded.

9.10.7. If inclement weather is forecast or observed in the vicinity of the course, the club pro or other authorised person will use online updates and the flash-to-bang method to monitor for lightning strikes

9.10.8. To use the flash-to-bang method, the observer begins counting when a lightning flash is sighted. Counting is stopped when the associated bang (thunder) is heard. A three (3) second count would place the lightning strike roughly about 1 kilometre away. The rule of thumb is that every 3 seconds of delay between a flash to thunder, equates to 1 kilometre, so where 30 second flash-to-thunder time interval, the lightning activity is about 10 km away.

9.10.9. At MGC we use the 30/30 RULE - when lightning is seen, and the time until the associated thunder is heard is 30 seconds or less, instruct staff, members and visitors outside to go immediately to a safe location. A siren will be sounded all staff members and visitors must take shelter indoors as soon as possible.

9.10.10. If no safe shelter is within a reasonable distance, then other safe areas include enclosed buildings, fully enclosed metal vehicles with windows up (not convertibles or golf carts). Lying flat in a ditch or low-lying area may be the only location available.

9.10.11. Unsafe shelter areas: water, open fields, dugouts, golf carts, metal objects (bench seat, fences, umbrellas etc.), isolated trees, light poles, hill tops and ridges. Avoid being the highest object in an open field.

9.10.12. After the storm conditions have apparently dissipated or moved on, wait a further 30 minutes, after hearing the last thunder before leaving the safe area location.

9.10.13. If no shelter is available, crouch low, with as little of your body touching the ground as possible. Lightning causes electric currents along the top of the ground that can be deadly over 30 metres or 100 feet away.

9.10.14. Stay away from concrete floors or walls. Lightning can travel through any metal wires or bars in concrete walls or flooring.

9.10.15. Safety precautions when indoors:

a. Avoid water during a thunderstorm. Lightning can travel through plumbing.

b. Avoid electronic equipment of all types. Lightning can travel through electrical systems and radio and television reception systems.

c. Avoid corded phones. However, cordless or cellular phones are safe to use during a storm.

d. Avoid concrete floors and walls.

9.10.16. Do not resume play or work or leave the safe shelter until the club professional, chief warden or other authorised person gives the all-clear.

9.10.17. Should thunder be heard within this period, recount from the last thunder heard.

9.11. Smoking

9.11.1. Smoking whilst using the club facilities is governed by the *Tobacco and Other Smoking Products Amendment Act 2004*.

9.11.2. The board will establish policies and signage in compliance with this Act.

9.11.3. The MGC venue should be considered to be non-smoking.

9.12. Workplace Safety Policy

9.12.1. Maleny Golf Club is committed to ensuring, so far as is reasonably practicable, the health and safety of its workers (employees, contractors, labour hire workers, outworkers, apprentices, students, or volunteers) while they are at work, and that the health and safety of other persons (e.g., visitors) is not put at risk from course operations.

9.12.2. This will be achieved by:

a. providing and maintaining a healthy and safe work environment through the implementation of safe work practices, safe systems of work and the provision of safe plant and equipment.

b. ensuring that workplaces under the control of the club are safe, without risk to health, and have safe means of access and egress.

c. routinely consulting to maintain effective and co-operative relationships between the board and its workers, and with other stakeholders, on health and safety matters in the workplace; and reviewing, through appropriate mechanisms, the effectiveness of the safety measures taken.

d. providing relevant, up to date WHS information to all workers on matters such as workplace safety and their responsibilities.

e. Arranging for the input of expert assistance in WHS matters where necessary.

f. providing instruction and/or training in work processes where appropriate.

g. developing and implementing strategies which include workplace assessment, hazard identification, and appropriate remedial action to eliminate or control hazards; and

h. implementing and maintaining appropriate information, reporting and statistical systems.

10. Maleny Golf Club member code of conduct

10.1. Member code of conduct statement

The club is committed to providing a safe, friendly and respectful place for members, visitors and staff to gather in the spirit of cooperation, relaxation, goodwill, fun, friendly competition and entertainment.

The club recognises that members, member's guests and visitors' behaviour could have a significant impact on MGC's reputation and the golf and club experience of others. Accordingly, MGC will not tolerate or condone inappropriate behaviour by members, their guests or visitors.

The club has a legislative responsibility to provide a safe and healthy workplace for MGC staff and contractors. There is no tolerance for abusive

behaviour by members, their guests or visitors towards any MGC staff member or contractor.

An MGC member bringing a guest to MGC is responsible for the behaviour of his or her guest at all times whilst on MGC property and shall be subject to the disciplinary procedures under this code should their guest be found to be in breach of this code.

The code of conduct at a reciprocal club shall, in case of variation from the MGC Member Code of Conduct, apply. If the reciprocal club does not have a formal Code of Conduct policy, the MGC Member Code of Conduct applies. A member who breaches the code of conduct at a reciprocal club may also face disciplinary proceedings conducted by MGC relating to the same incident.

10.2. Introduction and background

10.2.1. The constitution of MGC gives the board powers to determine and manage all aspects of member conduct including the imposition of penalties for breaches of the conduct requirements of MGC.

10.2.2. Where there is any inconsistency between this code and the constitution the provisions of the constitution will take precedence.

10.2.3. MGC takes pride in its members, facilities and our broad golf community involvement.

10.2.4. The purpose of this code is to provide clear guidance as to the expected conduct of the club's members, their guests and visitors and to detail the consequences of any party failing to meet those expectations.

10.3. Member Personal Conduct and Behaviour Responsibilities

10.3.1. In accordance with the MGC constitution (Clause 4.2) and this code of conduct, members are expected:

a. to demonstrate respect for other members and visitors, MGC employees and representatives, spectators, and all others by exhibiting decorum consistent with the expectations of a civil person, and

b. to observe the club's policy on behaviour and conduct at all times and in all things whilst on the club's property, on the property of a reciprocal club, or representing the MGC at external events (e.g., pennants games, or functions/events).

10.3.2. Actions that are specific violations in accordance with clause 4.2.1.b of the club's constitution include but not limited to:

a. swearing, or using abusive, threatening or derogatory language or gestures, directed at other members, club employees and representatives, volunteers, guests of members or visitors;

b. abuse of MGC assets or facilities;

c. discourteous actions towards fellow competitors, spectators, volunteers and officials;

d. failing to observe MGC's (or a reciprocal club's) rules and or directions on dress code, course care, motorised cart usage, course access, pace of play, competition participation and other similar matters;

e. failing to carry out reasonable directions given by golf operations staff, a course marshal or an MGC representative;

f. engaging in any form of discrimination based on race, religion, ability/disability, sexual orientation, or personal beliefs;

g. engaging in harassment, sexual or otherwise, in any form;

h. deliberately breaking the rules of golf;

i. conducting illegal activities at MGC;

j. abuse and or use of illicit drugs, including excessive alcohol intake resulting in intoxication, at any MGC golf, social event or when representing the club at an external event;

k. denigrating the club in any way, shape or form either in person, through the media or through any form of social media;

l. any other personal conduct that may be considered detrimental to the best interests of the game, fellow members or the MGC.

10.3.3. If a complaint against a member under this code is found to be proved, the penalty imposed by the board may include, but is not limited to, the following:

a. suspension of the member's playing rights for a defined period. this would result in the member having no access to the club and its facilities, such as the bar and practice facilities, during the suspension period;

b. suspension from certain competition days or events for a defined period. this includes no access to the club and its facilities, such as the bar and practice facilities, during the suspension period;

c. cancellation of any concessional membership arrangements that may have been extended to the member;

d. disqualification from an event or competition;

e. loss of specific tee time booking rights;

f. loss of other member privileges;

g. severe reprimand and/or placed on a suspended penalty for a defined period;

h. termination of a member's membership.

10.3.4. If a member is found to have multiple or repeat breaches of this code, the severity of the penalty may be proportionately increased.

10.4. Receiving and actioning a complaint

10.4.1. In the event a member of the board or the general manager receives a code of conduct complaint, the complaint is to be communicated, as soon as practicable, to all members of the board.

10.4.2. Subject to bylaw 10.4.3, the complaint shall be documented (email permitted) including as a minimum the following details:

a. date of the incident;

b. time of the incident;

c. location of the incident;

d. names of the members / people involved;

e. a description of the incident itself;

f. any other relevant or supporting material.

10.4.3. Where the complaint is made to the president or a member of the board orally, or is made in writing but without all the items listed in bylaw 10.4.2, the president or a delegated member of the board will take steps as necessary to substantiate that the complaint potentially involves a breach of the code and if it does, the president, or a delegated member of the board, will prepare a supplementary record as necessary so that the written record of the complaint includes as a minimum all the items listed in bylaw 10.4.2.

10.4.4. The president, or a delegated member of the board, will confirm receipt of the complaint in writing and explain to the complainant the procedure for handling the complaint and the importance of confidentiality.

10.4.5. complaints will be treated with the utmost confidentiality (except where the board deems it is necessary to disclose the complaint for the purpose of dealing with it effectively; disclosure will be no wider than is strictly necessary). It is important that a player also maintains confidentiality and does not discuss the complaint with others, unless the board gives permission to do so;

10.4.6. any complaint will be taken seriously, handled impartially and any steps taken will be in accordance with the principles of procedural fairness;

10.4.7. any person who raises a complaint is protected from harassment or victimisation;

10.4.8. complaints will be dealt with promptly, taking into account all of the circumstances; and

10.4.9. generally, a member or player may elect to be accompanied by a support person at any stage of the process.

10.5. Deciding if formal investigation is required

10.5.1. The president, or a delegated member of the board, having consulted with at least one other member of the board, will provide a recommendation to the board that the complaint is handled under one of the following two pathways:

a. no formal investigation. If this pathway is recommended, the president must set out the following in writing:

i reason for handing the complaint this way rather than the full investigation pathway;

ii details of the proposed action to be taken and the desired/expected outcome.

b. formal investigation. Under this pathway the complaint will be handled in the manner set out in bylaw 10.7.

10.5.2. As soon as practicable following receipt of the president's, or delegated member of the board's, recommendation the board will decide which pathway is to be followed.

10.6. Handling the complaint without a full investigation

10.6.1. If the board decides to handle the complaint without a detailed investigation, the complaint will be handled in accordance with an action plan determined by the board.

10.7. Disciplinary Panel

10.7.1. As soon as practicable following the committee's decision to require a formal investigation, the president, or a delegated member of the board, may appoint a disciplinary panel to provide a recommendation to the board as to whether a breach of the code has occurred and what penalty would be appropriate. The board has no obligation to accept the disciplinary panel's recommendations.

10.7.2. The disciplinary panel appointed by the board:

a. may consist of people of good standing in the community but will normally be members of the club (excluding board members); and

b. must not be include anyone who could reasonably considered to have a conflict of interest in the matter; and

c. must be approved by the board before being appointed.

10.7.3. The president will ensure that the members of the disciplinary panel understand and are committed to the importance of confidentiality in respect of their review of documentation and any discussions with the complainant or accused.

10.7.4. The disciplinary panel will carry out an investigation and gather all the facts of the complaint. That investigation may include interviewing the accused member and securing a written statement from him or her and other relevant persons.

10.7.5. The disciplinary panel will provide a written report to the board setting out:

a. the findings of the investigation including a copy of the complaint and all other reports or statements obtained as a consequence of the investigation.

b. the disciplinary panel's recommendation as to the level of penalty to be imposed or views on potential pathways to bring the matter to a close.

10.8. Board to decide on next steps

10.8.1. Where a board member is the accused or the complainant, or has a family connection or close friendship with the accused or the complainant, then that board member will be excluded from board consideration of the matter.

10.8.2. As soon as practicable after receiving the disciplinary panel's recommendation the board will consider the recommendation and decide on one of the following three pathways:

a. no further action should be taken; or

b. expedited process designed to resolve the matter by further engagement with both the complainant and the accused. Under this pathway:

i the process to be adopted is entirely at the discretion of the board; and

ii any attempted resolution may include the imposition of a penalty approved by the board.; or

c. if the process followed under this pathway fails to bring about a satisfactory resolution of the matter, the board will instigate the process set out under clause 4.2.3 of the club's constitution.

10.9. Formalising a penalty recommendation

10.9.1. If the board determines that the accused member's behaviour is in breach of this code, the board will determine the penalty to be imposed. In the event the board has received a penalty recommendation from a disciplinary panel, the board will assess the penalty recommendation and will either endorse or re-consider the penalty imposed.

10.9.2. Where the penalty to be imposed involves suspension or termination of the member the requirements of clause 4.2.3 of the club's constitution must be followed.

10.10. Right of Appeal

10.10.1. A member may appeal the decision and/or penalty advised to the member by the board in accordance with clause 4.3 of the club's constitution.

10.11. Deemed receipt of notices

10.11.1. A written notice (by email or letter) from the MGC to the accused member under this policy will be deemed to have been received by the accused member.

10.12. Feedback to the complainant

10.12.1. Once the disciplinary process has been completed, the president, or a delegated member of the board, will communicate the outcome back to the complainant.

11. Maleny Golf Club Grievance Handling Policy

11.1. Introduction

11.1.1. The aim of the club is to foster good relations amongst and between all members, their guests, and visitors (players). We acknowledge that the enjoyment of playing the Maleny course is reflected in how well players interact, relate and engage with members of the MGC staff and other players.

11.1.2. We also acknowledge that problems may arise and occasionally lead to players feeling aggrieved. These problems can sometimes arise from the behaviour or decisions of others. Please also refer to the Member Code of Conduct.

11.1.3. The purpose of this policy is to allow players that experience such problems, referred to as grievances, to be addressed internally in a timely and confidential manner.

11.1.4. A grievance can be about anything done, or not done, by others, which a player feel affects you unfairly or unjustly. A grievance can also be about discrimination, harassment, bullying or any decision or behaviour that a player believes to be unfair, unjust or upsetting.

11.1.5. This Grievance Handling Policy outlines the procedures players should follow to try to resolve a grievance and outlines the steps the club will take to resolve a player's grievance if a formal complaint is made.

11.1.6. In so far as this policy imposes any obligations on the club, those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for everyone, they are discretionary in nature and are not intended to override an employee's specific conditions of employment.

11.1.7. The club may vary or replace this policy at any time.

11.2. What are your options if you have a grievance?

11.2.1. In general, there are three options to consider if a player has a grievance.

11.2.2. **Option 1**: Deal with the matter informally:

a. A grievance can be dealt with informally by approaching the person involved in the grievance if the individual feels comfortable in doing so. A player can tell them that their behaviour, decision, actions, etc. was unfair, offensive, discriminatory etc., and why it is believed to be so. The person may have been totally unaware of the effect of their behaviour or decision on another player. By telling them a chance will be given to redress the situation. This may not be appropriate in some cases, particularly if a player does not feel comfortable with speaking to the person.

11.2.3. **Option 2:** Speak to the general manager or a board member (management):

a. If a player does not want to speak to the person directly, management should be advised about the grievance. Management will be able to tell a player what options exist for the resolution of the grievance. Management may approach the person complained about and talk to them informally about the grievance. They may decide to take more formal action.

b. Generally, management will seek a player's approval before doing anything – although sometimes management may decide that taking action will be necessary even if a player does not wish them to do so (for example where a failure to act would result in a health and safety risk). If a player's grievance is about a member of the board, a player may wish to speak to another board member. Alternatively, a player may decide to make a formal complaint.

11.2.4. **Option 3:** Making a formal complaint:

a. If a player decides to make a formal complaint, this can be done by putting the complaint in writing and issuing to the Secretary. The written complaint should contain a description of the incident(s), decision, behaviour in question, the time and date of the incident(s), the names of any witnesses, your signature and date of the complaint.

11.3. If you make a formal complaint how will this be handled

11.3.1. Formal complaints will be handled in accordance with the Constitution and Clause 10.4 of these Bylaws.

11.4. The investigation

11.4.1. Where a grievance cannot be resolved informally and the board deems an investigation is required, the matter will be investigated by a person or persons as the board deems appropriate.

11.4.2. In specific circumstances this may be an external investigator.

11.4.3. How the investigation is to be conducted is, subject to the nature of the complaint, at the complete discretion of the board. The following are general guidelines only.

a. During the investigation, the player will generally be interviewed first, following which any witnesses, the person against whom the complaint is made, and any other relevant people will be independently interviewed.

b. Both the player and the person against whom the complaint is made will generally be allowed to have a support person present when the interview is being conducted.

i If the complaint is upheld, appropriate action will be taken (see below).

ii If the complaint is found not to have breached the club's disciplinary code, the player will generally be given an explanation as to why that finding was made.

iii If the complaint is found to have been fabricated or vexatious, appropriate disciplinary action may be taken against the player up to and including termination of employment and or membership.

11.5. What are the possible outcomes?

11.5.1. If the investigation reveals that a player's complaint is valid, a number of actions may be taken, depending on the nature of the complaint. The person against whom the complaint is made may be asked to provide a written apology, the person may be given a written warning, counselling, transfer, demotion, or may be subjected to disciplinary action up to and including termination of employment or membership.

11.5.2. If the investigation is inconclusive, i.e., the complaint cannot be proved due to lack of evidence or the conduct is not sufficiently serious to justify disciplinary action, the board may nevertheless take a number of actions. These may include training and/or monitoring of personal behaviours.

11.5.3. If the complaint is found to have been fabricated or raised vexatiously, appropriate action may be taken against the player in accordance with the Disciplinary Policy including counselling, a formal warning, transfer, demotion, or disciplinary action up to and including termination of employment or membership, depending on the seriousness of the circumstances.

11.6. What if you are not satisfied with the outcome?

11.6.1. If a player is not satisfied with the way in which your grievance was handled, you may have the option of raising your complaint with an outside agency, such as the Australian Human Rights Commission, the Fair Work Ombudsman or the relevant State Anti-Discrimination Board and other bodies. You may also wish to consider making a claim in the Fair Work Commission or court. In appropriate circumstances you may wish to seek advice from a union or lawyer.

11.7. Other policies

11.7.1. Employees and players are encouraged to read this policy in conjunction with other relevant workplace policies, including:

a. MGC Code of Conduct (Section 11 of the Bylaws)

b. QLD Workplace Anti-Bullying & Anti-Harassment Policy

c. QLD Equal Employment Opportunity and Anti-Discrimination Policy

12. Cart Policy

12.1. Introduction

12.1.1. MGC has determined a standard for the safe operation of all golf carts operated at the club. This policy sets out the criteria to be applied and conditions to be met when the club considers applications for cart use either from members or visitors or members of the public wishing to use their own cart at the club.

12.2. Purpose of the Policy

12.2.1. The primary objective of the policy is to ensure responsible behaviour and safe operating procedures are followed in relation to golf cart use at all times. The policy informs all users of golf carts at the club of their responsibilities and the standards of behaviour expected.

12.3. To Whom the Policy Applies

12.3.1. This policy applies to all drivers, passengers and owners of Golf Carts, and club staff responsible for cart use. For the purposes of the policy, the club includes all areas of play or practice and all car parking areas and surrounds.

12.4. Extent of the Policy

12.4.1. The policy covers all golf cart use directly related to the club and any activities conducted in or around the club. In particular, the policy addresses breaches of the code of behaviour, dangerous operation and behaviour that does not comply with the Safe Operating Procedures.

12.5. Club Responsibilities

12.5.1. The club management will:

a. adopt, implement, and comply with this policy.

b. ensure this policy is enforceable.

c. publish, distribute and promote the policy and consequences of any breaches of the policy;

d. promote and model appropriate standards of behaviour at all times;

e. deal with any complaints made under this policy in an appropriate manner;

f. deal with any breaches of the policy in an appropriate manner;

g. recognise and enforce any penalty imposed under this policy;

h. ensure that a copy of this policy is available or accessible to all people and organisations to whom the policy applies.

i. review the policy every 12 months; and

j. seek advice from and refer serious issues to our legal representative.

12.6. Individual Responsibilities

12.6.1. Everyone associated with golf cart use must:

a. be aware of the contents of the policy;

b. comply with all relevant provisions of the policy, including the standards of behaviour outlined in the policy and other adopted guidelines;

c. consent to any cart operation screening requirements set out in the policy,

d. be responsible and accountable for their behaviour; and

e. comply with any decisions and/or disciplinary measures imposed under the policy.

12.7. Safe Operating Procedures

12.7.1. Qualification

Any person who chooses to operate a cart within the club is, by so doing, deemed to have the requisite knowledge, training and skill to safely operate the cart and will be fully accountable for their actions and any injury or damage arising from the operation of any cart under their control. The safe operation of golf carts within the club precinct requires due care and attention and adherence to the minimum standards prescribed by the policy. Golf carts must be operated in accordance with the requirements of the Safe Operating Procedures.

12.7.2. General Use

Any person who chooses to operate a cart on the golf course must follow all written and/or verbal instructions, including course signage, as to where the carts may or may be operated.

12.7.3. Local rules must be followed at all times include the following:

a. Carts can only carry a maximum of two persons, seated within the cart, and two sets of golf clubs.

b. No person is permitted to stand on any part of the cart, either whist stationary or in motion

c. Carts must keep a minimum distance of 10 metres away from tees and greens.

d. Carts must stay outside of the roped areas and where sign posted.

e. All carts must be speed limited to a maximum 15 km/h (TBC)

12.8. Use in General Play and Competitions

12.8.1. Golf carts may be used during general, closed and open competitions unless stated otherwise by Golf Australia, Golf QLD, or the Maleny Golf Club.

12.9. Golf Cart Safety Policy

12.9.1. The Course has a duty of care to all users. It is the responsibility of both the club and the user of the golf cart to ensure the safety of golfers who might be at risk as the result of a mechanically defective golf cart or from careless use. It is the responsibility of the club to ensure any carts offered for hire are adequately maintained and safe. It is the responsibility of the user of a golf cart to ensure their own safety and the safety of others during cart operation. The topography the Course is such that caution must be shown by the user of a golf cart at all times.

12.10. Safe Working Practice - Mandatory

12.10.1. Golf cart operators must comply with club rules and conditions at all times and must not be under the influence of alcohol or drugs. Strictly no BYO alcohol is permitted on course.

12.10.2. Only persons aged 16 years and over who hold a current (Provisional or full) Driver License for a motor vehicle may operate a golf cart. Persons under the age of 16, unless authorised by the club, are not permitted to operate a cart at any time.

12.10.3. Authorised owner/operators must follow the conditions imposed by the club for the safe parking of cart trailers.

12.11. Before Use

12.11.1. Golf cart users must not be under the influence of alcohol or drugs. If club staff suspect on reasonable grounds that any person is incapable of safe operation of a cart, that person will be prohibited from using a golf cart.

12.11.2. All cart users are deemed to have agreed to the following;

> *"I agree that by hiring a golf cart I accept total responsibility for the operation and condition the cart. I have read and understand the Golf Cart Policy and will comply with its terms or will otherwise forfeit the use of the cart, any deposit paid and the round of golf.*
>
> *Further I agree to be wholly responsible for any damage to the cart and golf course or injury to any third party and am liable to Maleny Golf Club Inc. for any damage to the cart incurred during the hire period. Should any damage occur, any deposit will be retained, and I will meet the remaining cost of any repair or*

replacement resulting from my failure to obey the standards of behaviour expected in the Golf Cart Policy.

I declare that I am fit and able to operate the golf cart and agree to hold Maleny Golf Club Inc. and its employees, contractors, or any of its agents, free from any damages or claims whatsoever, that may arise through my use of the golf cart."

12.12. During Use

12.12.1. Carts must not be used on the areas of the course where prohibitive signs are placed.

12.12.2. The cart must not be driven within 10 metres of tees and greens. When approaching the green please keep the cart towards the rough and not on the closely mown greens surround.

12.12.3. The cart must not be driven near the edge of waterways, wetlands, or bunkers, except when crossing at designated points or bridges.

12.12.4. Do not move off/accelerate until the occupants are seated.

12.12.5. Always remain seated and hold on while the cart is in motion.

12.12.6. All body parts must be kept inside the cart at all times while the cart is in motion.

12.12.7. Check the area behind the vehicle before reversing.

12.12.8. Set the parking brake before leaving the cart, except for carts with automatic parking brakes

12.12.9. Always consider the terrain, conditions, vehicular and pedestrian traffic as well as any environmental factors that may affect your ability to safely operate the vehicle.

12.12.10. Drive the cart at a speed that is safe for the terrain and conditions, slowing down before all corners.

12.12.11. All turns must be executed at reduced speeds.

12.12.12. Avoid sudden stops or changes of direction that may result in loss of control.

12.12.13. Be careful and remain outside of the designated ropes on course during wet and muddy periods

12.12.14. Avoid driving on steep slopes or traversing across any slopes as this may cause the cart to tip over.

12.12.15. Do not drive in any bunkers.

12.13. After Use

12.13.1. When you have finished using the golf cart, please return it to the pick-up and drop-off point immediately, as the cart may be required for a further booking.

12.13.2. Turn the operating key to the 'off' position, remove all personal items and rubbish, remove the key and return it to the golf shop attendant.

12.13.3. If you have a Course authority to operate your own golf cart, please return your cart immediately to its trailer after your round.

12.14. Responding to Complaints in relation to cart use

12.14.1. The club takes all complaints about golf cart use seriously. Complaints will be dealt with based on the principles of natural justice and procedural fairness to ensure:

a. all complaints are taken seriously;

b. the person accused of contravening the cart safe operating procedures is given full details of the complaint and the opportunity to respond to those allegations;

c. irrelevant or trivial matters will not be taken into account;

d. decisions will be unbiased; and

e. any penalties imposed will be reasonable.

12.15. Complaint Handling Process

12.15.1. When a complaint is received by the club, the person receiving the complaint will:

a. listen carefully and ask questions to understand the nature and extent of the concern;

b. ask the complainant their desired outcome and if they need any support;

c. explain the different options available to help resolve the complainant's concern;

d. inform any relevant government authorities and/or police, if required by law to do so; and

e. where possible and appropriate, maintain confidentiality but not necessarily anonymity.

12.15.2. Once the complainant decides on their preferred resolution outcome, the club will assist, where appropriate and necessary, with the resolution process. This may involve:

a. investigating the complaint

b. supporting the complainant to talk to the person being complained about;

c. facilitate mediation by bringing the parties involved together to talk objectively through the issue;

d. gathering more information (e.g., from other people that may have seen the behaviour);

12.16. Disciplinary Sanctions

12.16.1. The club may, at its complete discretion, take disciplinary action against anyone found to have breached the Golf Cart Policy.

12.16.2. Possible sanctions available include:

a. a direction that the individual makes a verbal and/or written apology;

b. counselling of the individual to address behaviour;

c. withdrawal of any awards, placings, records, achievements bestowed in any tournaments, activities or events held at, or sanctioned by, the club;

d. expulsion or disqualification from any event in progress

e. prohibition from participation or engagement in an event or activity

f. suspension or termination of club membership, or in the case of a visitor, restriction on the future use of carts;

g. suspension or termination of their Golf Cart Licence Agreement;

h. any other form of discipline that the Course considers reasonable and appropriate.

13. Members Privacy

13.1. Policy statement

13.1.1. MGC is committed to only collect, hold, use, and disclose personal information that is needed to carry out its functions and activities and to handle the information in accordance with the Privacy Laws and other applicable data protection laws.

13.1.2. It is the club's policy to:

a. Only collect personal information for a lawful purpose, which is directly related to the club's functions and activities.

b. Ensure member's contact details collected are only made available to other members via the Member's Directory on an opt in basis, and then only used by members for the purpose of organising and playing the game of golf

c. Not to collect health information or sensitive information from an individual unless the individual consents to the collection of the information or unless the collection of the information is required or authorised by or under an Australian law;

d. Only collect personal information directly from the individual concerned, unless the person has authorised collection from someone else, or where the person is under the age of 16, the information has been provided by a parent or guardian;

e. Inform the person concerned that our club collects their personal information, the reason for collecting the information, how it is going to be used and disclosed (if applicable) and how the person can access and correct the information.

f. Use all reasonable endeavours to ensure the collected information is relevant, accurate, complete, up to date and not excessive;

g. Store personal information securely and protect it from unauthorised access, use, modification or disclosure and destroy or de-activate the information if it is no longer needed;

h. Provide access for individuals to their personal information and allow to update, correct or amend their personal information where necessary;

i. Only use personal information for the purpose it was collected unless the person has given their consent or if exemptions apply;

j. Only disclose personal information with a person's consent or if exemptions apply.

13.1.3. Our club is committed to providing quality services and this Policy outlines the club's ongoing obligations in respect of how personal information is managed.

13.1.4. The club has adopted the National Privacy Principles (NPP) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPP governs the way in

which the club collects, uses, discloses, stores, secures and disposes of personal information.

13.1.5. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Federal Privacy Commissioner at www.privacy.gov.au.

13.2. What is personal information and why do we collect it?

13.2.1. Personal information is information or an opinion that identifies an individual. Examples of personal information the club collects include names, addresses, email addresses, phone, and facsimile numbers.

13.2.2. This personal information is obtained in many ways including application forms, interviews, correspondence, by telephone and facsimile, by email, via our website www.malenygolfclub.com.au, from a player's website, from media and publications, from other publicly available sources, from cookies and from third parties. The club does not guarantee website links or the policies of authorised third parties.

13.2.3. The club collects personal information for the primary purpose of providing club services and business. The club may also use personal information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

13.2.4. When we collect personal information, we will, where appropriate and where possible, explain to a player why we are collecting the information and how we plan to use it.

13.3. Sensitive information

13.3.1. Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record, or health information.

13.3.2. Sensitive information will be used by the club only:

a. For the primary purpose for which it was obtained.

b. For a secondary purpose that is directly related to the primary purpose.

c. With a player's consent; or where required or authorised by law.

13.4. Third parties

13.4.1. Where reasonable and practicable to do so, we will collect a player's personal information only from the individual concerned. However, in some circumstances the club may be provided with information by third parties. In such a case we will take reasonable steps to ensure that a player is made aware of the information provided to the club by the third party.

13.5. Use and disclosure of personal information

13.5.1. The club, staff and players will keep confidential all personal information in its control except where one or more of the following conditions apply:

a. Where the individual who is the subject of disclosure has provided written consent;

b. Where the disclosure is in accord with the purposes of which the personal information was originally collected;

c. Where the club is permitted or required to do so by applicable legislation or regulation.

d. Where the club is required to comply with valid court orders, warrants or subpoenas or other valid legal processes.

13.6. Security of personal information

13.6.1. Players' personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification, or disclosure.

13.6.2. Methods of security include - but not limited to:

a. Physical security including locking filing cabinets;

b. Organisational security including access limited to a needs-to-know basis; and

c. Technology security including passwords and encryption.

13.6.3. When personal information is no longer needed for the purpose for which it was obtained, the club will take reasonable steps to destroy or permanently de-identify personal information. However, most of the personal information is or will be stored in files which will be kept for a minimum of 7 years.

13.6.4. The club will inform staff and members about the Privacy Policy and related importance on confidentiality of personal information and will monitor compliance with the Privacy Policy and may observe or investigate the information management practices of all staff and players having care of personal information.

13.7. Enforcement

13.7.1. All staff and players having care over personal information must comply with the policies, procedures and practices described in the Privacy Policy. Any breach of any term or condition of this Privacy Policy, whether intentional or unintentional, including but not limited to the unauthorised disclosure of personal information, is grounds for disciplinary action up to and including immediate dismissal without cause in the case of the club's employees, or termination of membership.

13.8. Access to your personal information

13.8.1. A member may access the personal information we hold and update and/or correct it, subject to certain exceptions. If you wish to access your personal information, please contact the club in writing.

13.8.2. In order to protect your personal information, the club may require identification before releasing the requested information.

13.9. Maintaining the quality of your personal information

13.9.1. It is important to the club that member's personal information (including within the Member's Directory) is up to date. The club will take reasonable steps to make sure that a member's personal information is accurate, complete and up to date. If it is found that the information we have is not up to date or is inaccurate, please advise the club as soon as practicable so the records can to be updated so that the club can ensure it provides quality services.

13.10. Policy updates

13.10.1. This Policy may change from time to time and is available on our website.

13.11. Privacy policy complaints and enquiries

13.11.1. If you have any queries or complaints about our Privacy Policy, please contact the general manager.

14. Hyperlinks

- Golf Australia's code of conduct and disciplinary procedures;
- Golf Australia's hot weather guidelines;
- Golf Australia's member protection policy;
- Golf Australia's social media policy;
- Queensland Government blue card and child protection provisions; and
- Sport Integrity Australia's Australian National Anti-doping policy.

END