

By-Laws

Ryde-Parramatta Golf Club Limited
ABN 68 000 023 058

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Interpretation

1 Version

- 1.1 In accordance with Rule 74 of the Constitution of Ryde-Parramatta Golf Club Limited, the Board by resolution on 22nd August 2018 rescinded all current and existing By-laws and made the following By-Laws.

2 Definitions

Unless the context otherwise requires:

- 2.1 "**Allegation**" means any oral or written statement by any person of an alleged offence.
- 2.2 "**Available Senior Discount**" means the discount available for distribution to senior members.
- 2.3 "**Board**" means the elected committee of the Club as constituted from time to time.
- 2.4 "**Club**" means the Ryde-Parramatta Golf Club Limited (ABN 68 000 023 058)
- 2.5 "**Clubhouse**" means the clubhouse and includes but is not limited to the locker rooms, toilets, balconies, carpark, food service areas and bars.
- 2.6 "**Competition**" means any golf event organised by the club including match play and multiple round events.
- 2.7 "**Competitor**" means any person playing in a Competition.
- 2.8 "**Computer Kiosk**" means the computer terminals located in and around the Clubhouse and Golf Shop.
- 2.9 "**Constitution**" means the Club's Constitution.
- 2.10 "**Course**" means the Golf Course and Practice Facilities.
- 2.11 "**Dress Regulations**" means the notice regarding acceptable clothing that is displayed on the club's website.
- 2.12 "**Golf Etiquette**" means the behaviour expected by each Player as published by the Royal and Ancient Golf Club of St Andrews and displayed on their website (www.randa.org)
- 2.13 "**Golf Course**" means the golf course situated at 1156 Victoria Road, West Ryde NSW excluding the Practice Facilities.
- 2.14 "**Golf Shop**" means the area of the club where the member pays competition entry fees and where golfing equipment, accessories and clothing may be purchased.
- 2.15 "**Local Rules**" means the rules displayed on the local rules board including all temporary rules.
- 2.16 "**Member**" means a member of the Club.
- 2.17 "**Member Pack**" means one or more documents describing a member's privileges and responsibilities and includes details of how a member may obtain a copy of the Club's Constitution and By-laws

- 2.18 “**Membership Year**” means the year commencing 1st May and concluding on the 30th April the following year;
- 2.19 “**Motorised Cart**” means all forms of self-propelled vehicles that enable a person to be seated or standing upon while the vehicle is moving under its own power
- 2.20 “**Notice**” means anything displayed on the notice board in the Clubhouse and anything displayed on the notice board attached to the Golf Shop and any other sign or notice board placed in and around the Course and Clubhouse.
- 2.21 “**Ordinary member**” are those classes and sub-classes of membership prescribed in Rule 35 of the Club’s Constitution.
- 2.22 “**Player**” means a person playing on the Course, including the person’s caddie.
- 2.23 “**Playing Category**” means a membership class that entitles a member to play on the Course unless otherwise indicated in these by-laws.
- 2.24 “**On-Course Practice Facilities**” means the Golf Course, the designated area on the 10th hole, the designated area on the 11th hole, the 19th hole’s green and bunkers and the nursery green adjacent to the 19th hole’s green.
- 2.25 “**Off-Course Practice Facilities**” means the Practice putting green, the Practice Nets, Chipping green and bunkers and the Pitching Mats and Pitching Green.
- 2.26 “**Rules of Golf**” means the rules of golf as approved by the royal and ancient golf club of St. Andrews from time to time as adopted by Golf Australia and the Local Rules.
- 2.27 “**Social Golf**” means any golf, whether a complete round or not, played at the club that is not a Competition including practice rounds.
- 2.28 “**Starter**” means the person responsible for controlling the pace of play by directing players to their first tee at appropriate times and for providing information regarding course, play time and other Competition or golf-related issues.
- 2.29 “**Subscription Fee**” means the annual subscription fee payable by a member in order to retain membership of the club.
- 2.30 “**Unacceptable Behaviour**” means any behaviour which falls within section 39.3 of these By-laws.
- 2.31 “**Website**” means the internet pages available at www.rydeparramatta.com.au including any third party members’ portal authorised by the board.
- 2.32 In these by-laws, except where the context requires otherwise:
- (a) Words indicating one gender include all genders.
 - (b) Words indicating the singular also indicate the plural and words indicating the plural also indicate the singular.
 - (c) Terms not included in these By-Laws but defined in the Constitution have the same meaning as given to them in the Constitution.

3 Authority and Purpose

- 3.1 These By-Laws have been developed so that all Members, guests and visitors are able to understand what is required of them when using the Club’s facilities and whilst on the Club’s premises.

- 3.2 The guidelines for achieving best practice published by Clubs NSW are periodically reviewed by the Board and elements of those guidelines will be incorporated in these By-Laws if considered appropriate.

Election of Directors

4 Nominations for Director

- 4.1 Members wishing to nominate for the Board of Directors will collect nomination forms from the office and be emailed the following documents:
- i) The current Strategic Plan
 - ii) The Board Charter
 - iii) PBD0005 Board Meeting Procedures
 - iv) PBD0010 Code of Conduct, including the Statutory Declaration appended to the Code of Conduct.
- 4.2 Candidates for the Board of Directors shall submit, with their nomination form and signed Statutory Declaration, a written profile which shall include, but not be limited to, the following:
- i) Photograph of candidate;
 - ii) Years of service and contribution to the Club;
 - iii) Relevant previous experience; and
 - iv) Professional & Educational Qualifications.
 - v) As soon as possible after the date for nominations for Board positions has passed the General Manager shall send each candidate an email attached to which shall be a copy of a letter confirming the candidate's nomination

5 The Returning Officer and Scrutineers

- 5.1 The Returning Officer, who shall be the Club's Auditor or other person appointed by the General Manager prior to the election, must:
- i) not be a spouse/partner of or related to a Candidate; and
 - ii) not be a candidate for any position being contested in the election; or
 - iii) not be an eligible voting member.
 - iv) The General Manager shall appoint a minimum of two scrutineers prior to the election to assist with counting of the votes, who must meet the same eligibility criteria as the Returning Officer.
- 5.2 If the General Manager is unable to appoint a Returning Officer or at least two scrutineers prior to the election, at the AGM the General Manager will ask for assistance from the Members in attendance.

6 Candidate Presentation at AGM

- 6.1 Prior to the members voting, each candidate for a contested position on the Board of Directors shall be permitted to speak in support of their nomination.
- 6.2 The order in which candidates will present shall be as they are listed on the ballot paper.
- 6.3 Each candidate is permitted to speak for up to three minutes:
 - i) The General Manager will audibly signal at two minutes after the commencement of the speech.
 - ii) The General Manager will audibly signal at two minutes forty seconds after the commencement of the speech.
 - iii) The General Manager will audibly signal at three minutes after the commencement of the speech, at which time the candidate or their nominee must stop speaking.
- 6.4 If the candidate is not able, or does not wish, to speak themselves, they may nominate a third party to speak on their behalf.
- 6.5 Once the last candidate has spoken, the election will be held.

7 Voting Procedure & Counting

- 7.1 Ballot papers will be prepared in accordance with the Club's Constitution (Rule 69(g)(2)).
- 7.2 Voting members will be asked to mark the number of boxes on the ballot paper corresponding with the number of positions available for that position.
- 7.3 If the number of boxes marked on the ballot paper is greater or less than the number of positions available, then these votes shall still be counted.
- 7.4 Each candidate will have a vote added to their tally if the ballot paper has a mark in the box adjacent to the candidate's name.
- 7.5 The candidate(s) with the most votes will be elected – Rule (69(g)(3)).
- 7.6 In the event of a tie between 2 or more candidates, the election for that position will be re-conducted. If there is then still a tie, the General Manager will draw lots, that is, from a figurative hat – Rule 69(g)(4).
- 7.7 The result of the election will be announced just prior to the close of the meeting.

8 Newly Elected Directors

- 8.1 Prior to the first meeting of the new Board newly elected Directors must attend an induction meeting with the Chairman and General Manager to discuss expectations, and duties and responsibilities.

Appointments & Sub-Committees

9 Appointment of Vice-President

- 9.1 The President shall be entitled to choose the Vice-President, who must be a Member eligible to be elected to the Board.
- 9.2 Each candidate for President must include with their application their nomination for Vice-President.
- 9.3 The successful candidate's nominee shall be declared Vice-President.

10 Appointment of Vice-Captain

- 10.1 The Captain shall be entitled to choose the Vice-Captain, who must be a Member eligible to be elected to the Board.
- 10.2 Each candidate for Captain must include with their application their nomination for Vice-Captain.
- 10.3 The successful candidate's nominee shall be declared Vice-Captain.

11 Golf Committee

- 11.1 The Board shall establish a Golf Committee to be governed by a Golf Committee Charter, which may be amended by the Board from time to time.
- 11.2 The Club Captain, or in his absence the Vice-Captain, or in his absence the General Manager, or in his absence the Golf Committee, are responsible for the control and management of all aspects of the playing of golf on the Course.

12 Ladies' Committee

- 12.1 The Board shall establish a Ladies' Committee to be governed by a Ladies Committee Charter, which may be amended by the Board from time to time.

Membership, Rights & Benefits

13 Membership Classes & Playing Rights

- 13.1 The available classes and sub-classes of Membership and their eligibility requirements are as follows:
 - (a) Full Playing Intermediate 2 & Intermediate 3 - Access to the Course and On-Course Practice Facilities 7 days per week.
 - (b) Full Playing Member – Gold Member - Access to the Course and On-Course Practice Facilities 7 days per week;
 - (c) Country Playing Member - Access to the Course and On-Course Practice Facilities 7 days per week. These members are entitled to play a maximum of 15 Competition rounds in each Membership Year.
 - (d) Corporate Member – Category Closed. Access to the Course and On-Course Practice Facilities 7 days per week.
 - (e) Cadet - Access to the Course and On-Course Practice Facilities 7 days per week. To be eligible to play in a Competition a Cadet must have a Golf Australia handicap of 36 or less if male or 45 or less if female; except that if the Member is under 12 years of age,

the Captain, having regard to the Member's age, experience and ability, must have first given the Member written permission to play in Competitions under the supervision of an approved adult Member;

- (f) Junior Member – Access to the Course and On-Course Practice Facilities 7 days per week;
- (g) Colt Member – Access to the Course and On-Course Practice Facilities 7 days per week;
- (h) Intermediate Member – Intermediate 1 - Access to the Course and On-Course Practice Facilities 7 days per week;
- (i) Limited Playing – Category closed. Access to the Course and On-Course Practice Facilities 7 days per week. Limited Playing may only access the Golf Course a maximum of 20 times per Membership Year, including a maximum of 10 Competitions;
- (j) 6 Day Playing Member – Access to the Course and On-Course Practice Facilities Sunday through to Friday;
- (k) Partner Member - Access to the Course and On-Course Practice Facilities on Tuesday, Wednesday, Friday and Sunday only;
- (l) 5 Day Playing Member - Access to the Course and On-Course Practice Facilities Monday through to Friday;
- (m) 3 Day Playing Member – Category closed. Access to the Course and On-Course Practice Facilities Sunday through to Friday;
- (n) 2 Day Playing Member - Access to the Course and On-Course Practice Facilities on Monday and Tuesday only;
- (o) Special Member - Access to the Course and On-Course Practice Facilities 7 days per week;
- (p) Full Social Playing - Access to the Course and On-Course Practice Facilities 7 days per week. Full Social Playing may only access the Golf Course outside of Competition times, with the exception of Open Competitions where they may enter upon payment of the visitor fee;
- (q) Social Playing – Category closed. No access to the Course and the On-Course facilities. Social Playing may only access the Golf Course during Open Competition only where they may enter upon payment of the visitor fee.
- (r) Social - Access to the Course, the On-Course or Off-Course practice facilities is not permitted at any time unless the member has paid the fee and is playing at the invitation of a Playing Category member or in an organised corporate event or in an Open Competition as a member of another club.
- (s) Leave of Absence (LOA) – Approval is only granted to members applying to transfer from a Playing Category. No access to the Course or the On-Course Practice Facilities, with the exception of the Golf Course in which, from time to time, the member may be granted a limited access. LOA members must contact the General Manager for approval to utilise their limited access to the Golf Course.

13.2 Members who qualify as Senior Members under Section 55(c) of the Constitution (“Senior Members”) shall have the same playing rights as the category to which they subscribe.

13.3 The number of Members permitted to belong to each class of Membership shall be determined from time to time by the Board.

13.4 Subject to 27, all playing membership categories may access the Off-Course facilities at any time.

14 Playing Category

14.1 For the purposes of these By-Laws and Club policies, only Social, Social Playing and Full Social Playing categories are not Playing Categories.

15 Payment of Membership Subscriptions

15.1 Where Payment of Subscription Fees is made by instalments:

- (a) Payment of the entire Subscription Fee is required whether or not the Member remains a member of the Club.
- (b) Members who choose to pay by instalments will pay an additional administration fee at the time of paying their first instalment.

15.2 No Playing Category Member is permitted to enter any Competition if his or her Subscription Fees have not been paid by the due date or whilst he or she is more than thirty (30) days in arrears as to any other money due by the Member to the Club.

16 Available Senior Discount

16.1 The Available Senior Discount will be determined from time to time by the Board.

16.2 The Available Senior Discount will be distributed among the Senior Members as a discount to their Membership category provided that such discount does not exceed twenty per cent (20%) of the subscription for the category to which the Senior Member subscribes.

17 Transfer Between Classes of Membership

17.1 A Playing Category Member shall be entitled to apply for transfer to membership of any other class for which he or she is qualified and the Board or General Manager may affect the transfer, provided that any entrance fee or additional entrance fee, or any subscription or additional subscription payable for the membership class being applied for is paid.

- (a) Applications for transfer must be made on the appropriate form.
- (b) Except as provided in 7.5 g-h) no rebate of entrance fee or subscriptions shall be payable to any Member in respect of his or her transfer of membership to another class.
- (c) Where the transfer application is to the Full Playing category, the application must be approved by the Board.
- (d) Transfer to a Leave of Absence category may only occur once per Club financial year.
- (e) Transfer to a Leave of Absence category may be granted for either medical or other unforeseen non-medical reasons. Transfer shall only be given to a Member that will not permit the Member to play golf for a period greater than three (3) months.
- (f) Where the transfer is based on medical grounds a medical certificate is required for the period of time Leave of Absence is sought.

- (g) If granted, the Member will be credited in the following membership subscription year the difference between fees payable Leave of Absence and fees payable in the appropriate Playing Category for the time lost.
- (h) No refund or partial refund will be given when a Member transfers to Leave of Absence and does not return to a Playing Category.

18 Applicants for Membership

- 18.1 All applicants for playing membership must attend an interview with a Director or the General Manager of the Club prior to the payment of any prescribed entrance fee or annual subscription.
- 18.2 The applicant shall be admitted to provisional membership of the Club upon payment of the prescribed entrance fee and annual subscription and prior to the applicant being elected to membership of the Club by the Board.
- 18.3 New Members will be invited to an induction evening which shall be held as soon as practicable after the Board has approved their election to the Club.
 - (a) The induction evening will primarily be an evening welcoming new Members to the Club but will also be used to explain the privileges and responsibilities of Members.
 - (b) Each new Member, whether present at the induction evening or not, will be given a copy of the Member Pack.

19 Qualifications for Entry – Social Membership sub-classes

- 19.1 To qualify for entry as a Full Social Playing Member or Social Playing Member, the applicant must:
 - (a) be 18 years of age or older.
 - (b) not have been a Member of Ryde-Parramatta within the previous three (3) years.

20 Member Information

- 20.1 Members must communicate any change of their address to the General Manager. All letters and documents posted to them at their last known address shall be deemed to be delivered.
 - (a) The Club utilises electronic mail (“email”) as its prime medium of day to day communication with Members and as such each Member shall provide an email address and notify the General Manager if their email address changes.
 - (b) There shall be no penalty if a Member does not provide an email address. However should an email address not be supplied or updated the Club is under no obligation to send communications to the Member by any other medium unless required by the Constitution.

21 Reciprocal Rights

- 21.1 The Club has arranged reciprocal playing rights with a number of other golf clubs (“Reciprocal Clubs”).
 - (a) The Club will keep a list of Reciprocal Clubs, including conditions of play, and make that list available to all Members on request.

- (b) The list of Reciprocal Clubs will also be published on the Website.
- (c) The list will include venue name, address, entitlements and details of Reciprocal Club websites if available.

22 Benefits not to all Members - Directors & Representative Teams

22.1 Pursuant to the Registered Clubs Act, benefits not offered to all members must be approved by an Ordinary Resolution at a General Meeting of the members. Benefits offered by the Club may include the following:

- (a) The reasonable cost of a meal and beverage for each Director immediately before, during or immediately after a Board or Committee Meeting on the date of that Meeting;
- (b) The provision of a reserved car parking space for each Director and for Club officials as approved by the Board;
- (c) The provision of blazers so that whilst on duty and on official occasions the Directors are able to represent the corporate image of the Club;
- (d) The reimbursement of the cost of attending official functions to represent the Club;
- (e) The reasonable cost of Directors attending the ClubsNSW Annual General Meeting;
- (f) The reasonable cost of Directors attending seminars, lectures, trade displays, invitational golfing functions and other similar events as may be determined by the Board from time to time;
- (g) The reasonable costs of Directors attending other Registered Clubs and facilities for the purpose of assessing their amenities and methods of operation, providing such attendances are approved by the Board as being necessary for the betterment of the Club;
- (h) The reasonable cost of uniforms, golf balls and entertainment for those members selected to represent the Club in pennant teams approved by the Board.
- (i) Authorisation to play or practice on the Course on any day, regardless of the privileges bestowed by their category of Membership, during the period of their representative season provided such practice or play does not interfere with any Competition organised by the Club Members.

The Course & Etiquette

23 Player Conduct

23.1 All Members are expected to uphold and comply with the Rules of Golf, Golf Etiquette, these By-Laws, the recommendations contained within these By-Laws and all Notices issued by the Club.

- (a) Members shall conduct themselves in a proper manner at all times. This applies within the physical boundaries of the Club and at all other Golf Australia affiliated golf clubs.
- (b) Members introducing guests are responsible for their guest's adherence to the Rules of Golf, Golf Etiquette and these By-Laws.

- 23.2 It is neither desired, nor financially practical, for the Club to employ a compliance officer to ensure members adhere to the Rules of Golf, these By-Laws and Golf Etiquette.
- (a) It is expected that each member assists in ensuring that all members and guests comply with these By-Laws and Golf Etiquette by advising a Player within their group in a polite and friendly manner if:
 - i) the Player has failed to properly repair a pitch mark, replace a divot, rake a bunker, return a rake to a bunker or any other act or omission that is not in keeping with good course care;
 - ii) the Player has breached the Rules of Golf;
 - iii) the Player has failed to observe Golf Etiquette or a Notice;
 - iv) the Player is not complying with the Club's Dress Regulations.
 - (b) In providing this advice the Member must ensure they do not abuse, threaten, frighten or intimidate any Player as such behaviour may result in disciplinary action being taken against the Member.
 - (c) If a Member advises another Player and that Player still does not comply with 12.2 (a) then the Member should report such non-compliance to the General Manager.
- 23.3 If a Player is involved in any accidents on the Course, the Player or one of the Player's playing partners must report the accident to the Office or Golf Shop.

24 Course Care

- 24.1 Members are responsible for course care during their round, whether in a Competition or not, as follows:
- (a) All Players are to carry sand buckets or sand containers and to ensure that sand buckets and containers are full at the start of play and re-filled as necessary to fill in divots.
 - (b) Before leaving a bunker a Player should carefully smooth over all holes and footprints caused by the Player and in the immediate area surrounding where the shot was played with the rake provided or where no rake is present as best the Player can with a golf club.
 - (c) After use, the Player should place the rake in the flat portion of the bunker with the rake-handle pointed parallel to the fairway of the hole being played.
 - (d) Through the green a Player should ensure that any turf cut or displaced by a stroke or a practice stroke is repaired by gently chopping the edges towards the centre of the divot and then filling the divot with sand, being careful to fill the divot completely, and finally smoothing the sand to ground level.
 - (e) On the green a Player should ensure that any damage to the putting surface made by the ball, including any pitch mark, is carefully repaired by discarding any loose piece of turf taken out by the ball, inserting the pitch mark repairer tool just outside of the back of the pitch mark, levering the turf towards the centre of the pitch mark, repeating this motion from all sides of the pitch mark until the damaged area is repaired and finally gently tapping the repaired area with a putter.
 - (f) Players should ensure that when putting down bags or the flagstick no damage is done to the putting green or course and that neither they nor their caddies damage the hole by standing close to it, in handling the flagstick or in removing the ball from the hole.

The flagstick should be properly replaced in the hole before Players leave the putting green.

- (g) Damage to the putting green caused by golf shoes, golf clubs or anything else should be repaired on completion of the hole.
- (h) Players are encouraged to repair any damage done to the Course by other Players.
- (i) Players with wide-wheeled buggies are permitted to roll their buggies across the green, but they shall not be permitted to leave it stationary on the green.

24.2 During Social Golf, no more than two golf balls may be played by any one Player on any hole and only one ball if play is being delayed.

25 Consideration of Others

25.1 The Club has a Local Rule that defines acceptable pace of play and the penalties that may be imposed for breach of that Local Rule. The Club considers deliberate or consistent slow play to be a breach of Golf Etiquette. As such:

- (a) Members, guests and visitors (“Players”) are responsible for their pace of play, whether in a Competition or during Social Golf.
- (b) Players who repeatedly fail to observe the acceptable pace of play Local Rule will be reported to the Board and may face disciplinary action.

25.2 Priority on the Course is determined by the order in which the playing group teed off except that:

- (a) Club representation matches shall take precedence over all other Competition play.
- (b) A single Player has no standing and should give way to a match of any kind.
- (c) If a match fails to keep its place on the course and loses more than one clear hole on the Players in front, it should allow the match following to pass.
- (d) A group involving non-Competitors must give way to Players engaged in Competitions.

26 Out of Bounds Damage

26.1 If a Player hits a ball out of bounds, the Player must report details of the incident to the office or, if the office is closed, to the Bar Manager or Supervisor immediately the round has been completed regardless of the circumstances.

27 Practice Facilities

27.1 On-Course

- (a) Golf Course – closed for practise until the final group of a Competition or an organised corporate event has completed the hole intended for play;
- (b) 10th Fairway – closed until a Competition or organised corporate event has been completed;
- (c) 11th Fairway – closed until the entire Competition or organised corporate event has completed the 11th hole;

- (d) 19th Green – closed when used as a substitute hole. A maximum of twenty (20) balls may be played prior to collection.
- (e) Nursery Green – except when closed by a Club employee. A maximum of twenty (20) balls may be played prior to collection.

27.2 Off-Course

- (a) Practice Putting Green – Putting only. Chipping to or from the practice putting green is strictly prohibited.
- (b) Practice Nets – Practise is limited to 5 minutes if another member is waiting to use that bay. Members using the nets to warm-up prior to playing in a Competition will have priority;
- (c) Practice Fairway (west clubhouse) – Players must hit from between the marked area. Playing shots in the reverse direction is strictly prohibited. Members using the area to warm-up prior to playing in a Competition will have priority.
- (d) Pitching Green (west clubhouse) - A maximum of ten (10) balls may be played prior to collection. Chipping from further than 10m from the green is prohibited.

27.3 Members who breach the conditions of use, or act in any other manner which is deemed unsafe or inconsiderate of other members may be subject to disciplinary proceedings.

27.4 All On-Course and Off-Course practice facilities are closed when the Course is closed.

27.5 Members must ensure divots and lob-marks are repaired and bunkers are smoothed following practise.

Competitions, Handicapping & Playing Visitors

28 Competitions, Trophies and Prizes

28.1 Competition tee times are available through a Computer Kiosk and on-line via the Website.

- (a) Bookings at the Computer Kiosk can be made up to 14 days in advance of the Competition being entered.
- (b) Internet bookings can be made through the Website for any Competition up to 13 days in advance of the Competition being entered or as available on the Website.
- (c) Internet bookings cannot be placed after 3:00 AM on the morning of the Competition. Any Internet booking made after that time will not be recognised.
- (d) Members may contact the Golf Shop on the day of a Competition to enter that Competition and the Golf Shop will use its best endeavours to find a tee time for the Member.
- (e) Members shall not book more than four persons unless approved by the General Manager.
- (f) Tee times for Social Golf may be booked with the Golf Shop.
- (g) Social Golf may not be played whilst a Competition is in progress without the prior approval of the Captain or the General Manager or in their absence the Head

Professional or in his absence the Starter unless the last group in the Competition has commenced its second nine holes.

- 28.2 The Club may declare any Competition to be cancelled even though the Competition may have already commenced.
- (a) Any Member or visitor who has competed in such an event and paid the entry fee shall be entitled to a refund of the entry fee.
 - (b) No Member or visitor shall have any further claim against the Club.
- 28.3 Except as specifically provided in these by-laws, any Competitor commencing a Competition round but not completing it is not entitled to a refund or partial refund of the Competition entry fee or any other compensation.
- 28.4 The Board shall from time to time determine the maximum value to be permitted for trophies purchased by or donated to the Club for a Competition ("Trophies").
- (a) The Board may set a different maximum value of Trophies for different Competitions.
 - (b) The Board shall determine whether a Trophy is to remain in the possession of the winner of the Competition for a nominated time or permanently.
- 28.5 The Club may award monetary vouchers and/or golf balls and/or other items ("Prizes") instead of or as well as Trophies in conjunction with Competitions.
- (a) The Club shall determine which Members have won Prizes after each Competition and credit the Member's account with the Prize.
 - (b) In the case of Members, Prizes must be redeemed within twelve months of the Prize being awarded or the prize will be forfeited.
 - (c) In the case of visitors, Prizes must be claimed within a period of six months from when the Prize was awarded or the Prize will be forfeited.
 - (d) In the case of a Member who has resigned from the Club, Prizes must be claimed within a period of one month from the date of resignation or the Prize will be forfeited.
 - (e) Prizes that are not monetary vouchers will be assigned a monetary value by the Board and may be converted to that monetary value at any time and used to purchase items of an equivalent value from the Golf Shop or to purchase tickets to attend a Club Function.

29 Conduct of Competitions

- 29.1 The Rules of Golf shall be the golf rules of the club.
- (a) The scorecard to be used for play on the Course shall be that provided from time to time by the Club.
 - (b) For male members, play in Competition shall be from white, green, gold or blue tee markers as designated by the rules of the Competition.
 - i) For Players who have been approved for play from the gold tees, play in all Competitions must be from the gold tees.
 - ii) In the absence of any tee markers, the permanent marker designating each hole shall be used for Competition play.
 - (c) For female members, play in Competition shall be from red tee markers, except:

- iii) For Division 4 Competitors, if a hole has a pink tee marker play shall be from that pink marker;
 - iv) In the absence of any tee markers, the permanent marker designating each hole shall be used for Competition play.
 - (d) During Social Play, Players shall use the teeing ground as designated by the Club.
- 29.2 Unless otherwise permitted under another By-Law, members are only eligible to enter and play in a competition in which they qualify under the Conditions of that competition.
- 29.3 Competitors shall register themselves into a Competition by reporting to the Golf Shop or wherever the Starter is located for the Competition.
 - (a) Competitors shall report to the Golf Shop no less than 20 minutes prior to their tee time.
 - (b) Competitors must pay the entry fee prior to commencing a Competition.
 - (c) Competitors must make every effort to notify the Golf Shop if:
 - i) They are unable to meet their starting time; or
 - ii) They are unable to remove themselves from the Competition electronically prior to 6:00 AM on the day of the Competition.
 - (d) Players arriving less than 20 minutes prior to their tee time may at the discretion of the Starter and/or the Golf Committee:
 - i) Be moved to an alternate group or tee time.
 - ii) Be refused entry to the Competition.
 - (e) Failure to adhere to the provisions of this clause may result in suspension of playing rights at the discretion of the Board.
- 29.4 Competitors must play in groups of no more than four Players and at least two Players.
 - (a) Exceptions to this rule may apply from time to time at the discretion of the Captain, General Manager or Starter.
 - (b) Where a group of three Players exists in a Two Ball or Four Ball Competition, unless otherwise approved by the Starter:
 - i) If the intact pair contains only one Member, the swinger shall be the Member of the intact pair;
 - ii) In all other cases, the swinger shall be the lowest handicap Player of the intact pair.
 - (c) Where a group of two Players exists:
 - iii) In a team event with a singles component, the two Players will be eligible to participate in any team event held in conjunction with the singles event.
 - iv) In any team event with no singles component, the two Players will be ineligible to participate in the team event.
 - (d) Whilst playing in a match play Competition, Competitors are not permitted to participate in any other Competition.

- 29.5 Competition results shall be determined by the Golf Committee upon completion of any given Competition in accordance with Golf Australia competition management guidelines.
- (a) Decisions of the Golf Committee are final.
 - (b) In all Competitions any protest must be conveyed to the Golf Committee within twenty (20) minutes of the last group in that Competition completing their round.
 - i) Protests may be made verbally or in writing.
 - ii) The Golf Committee may require a verbal protest to be made in writing if, in its sole discretion, the Golf Committee believes the protest is sufficiently complex to require a written record of the terms of the protest.
 - iii) Where the protest concerns a ruling pertaining to a Rule of Golf the relevant rule in the most recent publication of "The Rules of Golf" and or the "Decisions on the Rules of Golf " will be looked up and an interpretation made by the Golf Committee.
 - iv) If the Member is not satisfied with the interpretation they may request a letter documenting the matter be sent to the Golf NSW Rules Committee for a decision and that decision will be final.
 - v) Where the protest concerns an administrative matter the relevant procedure or playing condition will be looked up and an interpretation made by the Golf Committee.
 - vi) If the Member is not satisfied with the interpretation they may request a letter documenting the matter be sent to the Board of Directors for a decision and that decision will be final.
 - (c) The Golf Committee shall determine Competition winners in accordance with the Golf Australia regulations governing competition play.
 - (d) Where Golf Australia regulations are not adhered to, Competition regulations shall be publicly displayed.
 - (e) The Golf Committee shall determine the grading for all Club Competitions.

29.6 Competitors shall return cards for all Competitions in which they enter.

- (a) All Competitors must maintain scores for both themselves ("Marker") and their fellow Competitor, provided that no partner of a Competitor may be that Competitor's Marker.
- (b) At the completion of a Competition:
 - i) All Competitors must enter their scores through the Computer Kiosk.
 - ii) If the Computer Kiosk is not available, Competitors must follow the instructions displayed on or near the Computer Kiosk.

30 Handicaps

30.1 Handicaps will be maintained in accordance with the Golf Australia handicapping system.

30.2 The Golf Committee or the Board may from time to time approve alteration of a Member's handicap if in its absolute discretion and having regard to all the circumstances, including the Member's results in any form of Competition, it considers the change is warranted under the handicap system which the Club follows. The member shall have no right to make any

representation to the Golf Committee or to the Board of Directors in relation to any proposed alteration to the member's handicap.

31 Introducing Guests for Play

- 31.1 All Ordinary, Provisional, Life and Honorary Members shall have the privilege of introducing guests to the Club.
- (a) A Member shall not knowingly introduce as a visitor any person who has been refused admission to membership of the Club, or to membership of any other golf club or who has been expelled from membership of another golf club.
- 31.2 The Captain, the General Manager and all Members who subscribe to a Playing Category, may invite a person who is a member of an accredited golf club to play on the Course ("Playing Guest").
- (a) A Playing Guest may not play in a Competition without the approval of the General Manager or Captain, except that if the Competition is designated as an open or invitation day Members may, subject to any conditions imposed by the Golf Committee, enter Playing Guests into such Competitions without prior approval.
 - (b) Unless otherwise arranged with the General Manager or Captain a Member shall not introduce more than one Playing Guest on any one occasion.
 - (c) Unless otherwise arranged with the General Manager or Captain the Playing Guest must play in the same group as the Member.
 - (d) Each Playing Guest is required to pay Competition or social fees as set down by the Board which may differ from the fees required of a Member.
 - (e) The Captain or General Manager may give permission for a group of Playing Guests to play without a member either socially or in Competition.
 - (f) Playing Guests may play together in an open Competition and do not require an invitation to take part in these Competitions provided each Playing Guest is able to provide proof that they hold a handicap relevant to the Competition at an accredited golf club.
 - (g) The Course may be closed to visitors for certain Competitions and no Playing Guest may play in such Competitions without the approval of the General Manager or Captain.
 - (h) Unless otherwise arranged with the General Manager or Captain no person may be introduced as a Playing Guest on more than six (6) occasions in any one year except that play in an open Competition is not counted towards this restriction.
 - (i) Prior to playing socially all Playing Guests and Members must report to the Golf Shop.
 - (j) Visitors are not eligible to win special events or match play events or trophy events or play representative golf on behalf of Ryde-Parramatta Golf Club.
- 31.3 Any privilege allowed with respect to the introduction of a guest, including a Playing Guest, may be refused or withdrawn by the General Manager or by any two Directors.
- (a) The Member shall have no right of appeal against such a decision but may ask the reason for such refusal or withdrawal.
 - (b) If the Member does ask to know the reason for such refusal or withdrawal the request shall not be unreasonably refused.

Children

32 Children on Course & Children in the Clubhouse

32.1 A Member may bring a child who is not a Member to the Clubhouse and/or Course provided:

- (a) The Member ensures the child observes Golf Etiquette.
- (b) A child who is over the age of 11 years and under 14 years of age and is the child or grandchild of a Member is permitted to play Social Golf without payment of green fees provided they are accompanied by the Member and they have their own set of golf clubs.
- (c) If a Competition is being played the Member ensures the child does not behave in a manner that distracts or disturbs other Members and, if another Member complains about the child's behaviour, the Member must abandon their round and remove the child from the Course.
- (d) If the child is under 11 years of age the child must be accompanied by the Member at all times, when on the Course or in the Clubhouse.
- (e) In all cases, the Member must be aware that the Member is responsible for the child's behaviour. A disciplinary process may be applied for behaviour deemed to be unacceptable.
- (f) Persons under eighteen (18) years of age are not permitted to approach the bar for service for any reason.
- (g) Persons under eighteen (18) years of age are not permitted to enter any area of the Clubhouse where poker machines are located.

The Clubhouse & Premises

33 Clubhouse - General

33.1 All Members are entitled to use the Clubhouse at all times that the Clubhouse is open.

- (a) Locker rooms, change rooms and toilets that have been set aside for the exclusive use of males or females may only be used by persons of that gender.
- (b) In the event a private function is in progress, Members may have limited access to areas of the Clubhouse.

33.2 Other than a dog that has been trained to assist a person with a disability to alleviate the effects of that disability, being either a Guide Dog, Hearing Dog or Assistance Dog, Members and visitors are not allowed to bring dogs or other animals into the Clubhouse without the permission of the General Manager.

33.3 Food shall not be brought into the Clubhouse by any Member unless it has been purchased from one of the Club's facilities or permission has been granted by the General Manager or Events Manager.

34 Operating Business Activities and Soliciting

- 34.1 A Member shall not provide for financial benefit, goods or services on the Clubs premises similar to goods or services provided by the Club.
- 34.2 No business or activity of any kind may be undertaken on Club premises without the express written permission of the General Manager.
- 34.3 No canvassing for donations is allowed in any way in or about the Club's premises without the express written permission of the General Manager.
- 34.4 No notice, publication or document shall be posted, suspended or otherwise displayed within the Club's premises without the permission of the General Manager.

35 Dress regulations

- 35.1 The Club's Dress Regulations must be adhered to at all times.
 - (a) Members and guests not complying with the Dress Regulations may be asked to leave the Course and/or the Clubhouse.

36 Club & Personal Property

- 36.1 No property of the Club shall be removed under any circumstances from the Club's premises without the authority of the General Manager.
 - (a) If property is removed in breach of this By-Law it shall be forthwith returned.
- 36.2 Any member who destroys or damages any property of the Club shall forthwith upon demand pay to the Club the cost of replacing the property so destroyed or making good such damage.
 - (a) The General Manager, if satisfied in any instance that such destruction or damage was accidental, may waive wholly or subject to such terms and conditions as the General Manager may think fit.
- 36.3 In exceptional cases property of the Club may be loaned to an employee or Members for short periods at the discretion of the General Manager.
 - (a) Should the General Manager wish to borrow an item, he must obtain the prior permission of the President.
 - (b) Employees or Members who borrow Club property must make good any damage sustained to the property while it is in their care.
 - (c) Employees or Members who borrow Club property shall indemnify the Club against any claim for loss or damages sustained as a consequence of the use of the property.
 - (d) Prior to employees or Members borrowing Club property, the General Manager must obtain written agreement from the borrower of the terms of the loan set out in these By-Laws.
- 36.4 All private property left at the Club shall be at the owner's risk.
 - (a) The Club shall not be liable for any loss or injury to the property or person of any Member or visitor in or about its premises.

Employees

37 Employees

- 37.1 All employees are directly responsible to the General Manager.
- 37.2 Any complaints concerning employee performance are to be addressed in writing to the General Manager.
- 37.3 A Member must not reprimand an employee under any circumstances.
- 37.4 A Member must not direct or attempt to direct an employee to perform any function or act or attempt to change the way an employee performs any function or act.
- 37.5 Members are required to follow any reasonable requests from an employee.
- 37.6 The responsibility for employee engagements, employee reviews and employment termination rests with the General Manager who shall on a regular basis report such changes to the Board.

Complaints & Disciplinary Matters

38 Complaints

- 38.1 If a Member makes a complaint about any aspect of the Club's operations and wants to have the complaint dealt with formally:
 - (a) The complaint must be made in writing to the General Manager, who shall attempt to deal with the complaint personally unless in the sole opinion of the General Manager the complaint is considered to be of a nature that requires consideration by the Board.
 - (b) Regardless of whether or the not the General Manager is able to resolve the complaint, the General Manager shall at the next Board meeting inform the Board of the complaint,
 - (c) If the complaint is referred to the Board, the General Manager shall inform the complainant of the outcome of the Board's consideration of the complaint within seven (7) days of the Board meeting at which the complaint was considered.

39 Disciplinary Matters

- 39.1 The Club expects all Members, guests and visitors to the Club to adhere to these By-Laws, all Notices, Golf Etiquette and commonly accepted standards of sportsmanship (collectively "Acceptable Behaviour").
 - (a) In order to ensure Acceptable Behaviour at all times a Member who does not observe Acceptable Behaviour may face disciplinary proceedings.
 - (b) If any person who is not a Member does not observe Acceptable Behaviour then he or she may be asked to immediately leave the Course and/or Clubhouse by any employee or Director and, if the person objects to or resists the request, the employee or Director may take such reasonable action as they see fit to ensure the person leaves the Course and/or Clubhouse.

39.2 All Allegations of Unacceptable Behaviour must be made in writing to the General Manager, who shall attempt to deal with the Allegation personally unless in the sole opinion of the General Manager the Allegation is considered to be of a nature that requires consideration by the Board.

- (a) The Board will usually consider any Allegation of Unacceptable Behaviour at its next meeting, however the Board may form a committee comprising at least three full Members of the Board to consider any such Allegation (together, the “Disciplinary Committee”),
- (b) The Disciplinary Committee may deal with any Allegation about the behaviour of a Member at another Golf Australia affiliated golf club in the same manner as if the offending behaviour had occurred at the Club.
- (c) The General Manager shall advise the Member that a Disciplinary Committee has been formed to hear an Allegation against the Member and such advice shall include:
 - i) The details of the Allegation;
 - ii) The date on which the Disciplinary Committee shall conduct a hearing into the Allegation;
 - iii) The Members’ rights and restrictions during the Disciplinary Committee hearing; and
 - iv) The format and processes the Disciplinary Committee hearing will follow.
- (d) The Disciplinary Committee shall consider the Allegation not earlier than fourteen (14) days and not later than twenty eight (28) days from the date the Member was advised that an Allegation had been made.
- (e) The General Manager shall advise the Member of the outcome of the Disciplinary Committee’s deliberations within seven (7) days of the hearing.
- (f) A Member’s legal representative shall not be entitled to attend the meeting of the Disciplinary Committee.
- (g) The decision of the Board or the Disciplinary Committee shall be recorded in the minutes of the Board meeting at which the decision was made or announced.
- (h) Members have the right to seek clarification of any decisions from the Disciplinary Committee through written communications to the General Manager.

39.3 To assist Members, guests and visitors, the Club has introduced categories of Unacceptable Behaviour termed Grade 1 Breach, Grade 2 Breach and Grade 3 Breach. Without limiting the right of the Board to categorise any behaviour as a Grade 1 Breach, Grade 2 Breach or Grade 3 Breach, a Member is guilty of a:

- (a) Grade 1 Breach if the Member:
 - i) Physically attacks or abuses, in any way, another Member or person; or
 - ii) Publicly threatens, abuses, makes defamatory remarks or falsehoods of any Member through the print, radio, Internet or television media; or
 - iii) Verbally threatens another Member, Player, official or person; or
 - iv) Deliberately damages the facilities or property of the Club, including the Course and the Clubhouse; or

- v) Wrongfully removes or damages property belonging to the Club or another Member or person; or
 - vi) Deliberately breaks a By-Law or the Rules of Golf to cheat or to gain benefit; or
 - vii) Deliberately returns a false scorecard to cheat or to gain false benefit; or
 - viii) Behaves in a manner detrimental to the good name and reputation of the Club; or
 - ix) Brings the game of golf into disrepute; or
 - x) Consistently or frequently commits Grade 2 Breaches.
- (b) Grade 2 Breach if the Member:
- i) Deliberately throws in anger or breaks golf equipment in a manner that is deemed unsafe; or
 - ii) Uses abusive or profane language towards another Member or person; or
 - iii) Utters audible obscenities; or
 - iv) Consumes any illegal and or performance enhancing prohibited substance as determined by the Board; or
 - v) Behaves in a manner detrimental to the performance of other Players; or
 - vi) Consistently or frequently commits Grade 3 Breaches.
- (c) Grade 3 Breach if the Member:
- i) Verbally criticises or reprimands any employee of the Club; or
 - ii) Obstructs any investigation of the Member's conduct or the conduct of another Member;
 - iii) Obstructs a hearing by the Disciplinary Committee; or
 - iv) Fails to comply with the Rules of Golf (including Section I - Etiquette) in force at any Competition; or
 - v) Fails to comply with any other regulations, By-Laws, directions or instructions, including Dress Regulations, as specified by the Board, the Golf Committee for that Competition or any other duly authorised official; or
 - vi) Continually fails to comply with the pace of play Local Rule; or
 - vii) Continually misses a tee time or withdraws from a Competition before the completion of that Competition without providing reason other than injury, emergency or weather.

39.4 In determining the penalty or penalties that ought to be applied the Disciplinary Committee will take into account the disciplinary record of the Member.

39.5 In the event that a Member is found guilty of a Grade 1 Breach, one or more of the following actions may be applied:

- (a) Disqualify the Member from the Competition;

- (b) A severe reprimand;
- (c) An order that the Member attend appropriate counselling sessions as specified by the Board;
- (d) Withdrawal of the Member's Australian Handicap;
- (e) Suspension of the Member's Australian Handicap (minimum period 3 weeks); or
- (f) Such other penalty as may be determined from time to time, including but not limited to suspension from the club and expulsion from the club.

39.6 In the event that a Player is found guilty of a Grade 2 Breach, one or more of the following actions may be applied:

- (a) Disqualify the Member from the Competition;
- (b) A severe reprimand;
- (c) An order that the Member attend appropriate counselling sessions as specified by the Board;
- (d) Withdrawal of the Member's Australian Handicap;
- (e) Suspension of the Member's Australian Handicap (minimum period 3 weeks); or
- (f) Such other penalty as may be determined from time to time.

39.7 In the event that a Player is found guilty of a Grade 3 Breach, one or more of the following actions may be applied:

- (a) A severe reprimand;
- (b) An order that the Member attend appropriate counselling sessions as specified by the Board;
- (c) Suspension of the Member's Australian Handicap (minimum period 3 weeks); or
- (d) Such other penalty as may be determined from time to time.

39.8 In the event that a Player is found guilty of any Unacceptable Behaviour, the Disciplinary Committee may require the Member be of good behaviour for a stipulated period, failing which a nominated action will be applied.

39.9 If the Disciplinary Committee did not comprise a majority of the Board:

- (a) If a Member feels aggrieved by a determination of the Disciplinary Committee and seeks a stay of the determination pending the hearing of an appeal in accordance with this Code, the Board will consider the application for a stay as soon as practicable and in any manner (including telephone or electronic means) as the Chairman of the Board deems appropriate in the circumstances.
- (b) There is no right of appeal against a determination of the Board not to grant a stay.
- (c) In the Event of an appeal by a Member aggrieved by a determination of the Disciplinary Committee the Board will appoint an Appeal Committee comprising at least four (4) Members of the Board to re-hear the Allegation at such time and in such manner as the Board deems appropriate in the circumstances.

- (d) A Member of the Board who held a position on the Disciplinary Committee in relation to an Allegation that is the subject of an appeal shall not be appointed to the Appeal Committee unless such appointment is necessary to satisfy 39.9(c).
- (e) Upon re-hearing an Allegation the Appeal Committee may affirm, vary or substitute the determination, as it may deem appropriate.
- (f) An appeal to the Board is the sole form of appeal from a determination of the Disciplinary Committee.