



# Bermagui Country Club Limited

ABN 69 001 027 916

Tuross Street Bermagui NSW 2546

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## NOTICE OF GENERAL MEETING

**NOTICE** is hereby given that a General Meeting of **BERMAGUI COUNTRY CLUB LIMITED ACN 001 027 916** will be held at Bermagui Country Club, Tuross Street, Bermagui NSW 2546 on 5 August 2025 at 6pm.

### BUSINESS:

The business of the General Meeting will be as follows:

#### Amalgamation

1. Presentation to Members regarding the proposed amalgamation of Bermagui Country Club Ltd ACN 001 027 916 ("Bermagui Country Club") and Queanbeyan Sports & Community Club Limited ACN 606 192 965 ("QSCC");
2. Following the presentation to Members, Members to then consider and, if thought fit, pass Resolution 1 (set out below) approving in principle and giving effect to the amalgamation of Bermagui Country Club and QSCC; and
3. Subject to Resolution 1 being approved, Members to consider and, if thought fit, pass Resolution 2 (set out below) declaring the Land (including the Bermagui Country Club Premises) and the Water Access Licence of Bermagui Country Club to be "non-core property" of Bermagui Country Club.

#### RESOLUTION 1 – ORDINARY RESOLUTION

To consider, and if thought fit, to pass the following ordinary resolution:

"That the members of Bermagui Country Club Limited ACN 001 027 916 ("Bermagui Country Club") hereby approve in accordance with section 17AEB (d) of the Registered Clubs Act ("RCA") and the Memorandum of Understanding between Bermagui Country Club, Queanbeyan Sports & Community Club Limited ACN 606192 965 ("QSCC") and Tuggeranong Valley Rugby Union & Sports Club Limited ABN 48 098 763 314 ("Vikings") dated 25 June 2025:

1. In principle, the amalgamation of Bermagui Country Club and Queanbeyan Sports & Community Club Limited ACN 606 192 965 ("QSCC") with such amalgamation to be effected by:
  - a. the continuation of QSCC as the corporate entity of the amalgamated club and the dissolution of Bermagui Country Club;
  - b. the transfer of the Assets and Liabilities of Bermagui Country Club to QSCC;
  - c. the transfer of the Land and Water Access Licence to Vikings or QSCC as required by the Memorandum of Understanding; and
  - d. the transfer of the Club Licence of Bermagui Country Club to QSCC pursuant to the application referred to in 2 below; and
2. the making of an application under section 60 of the Liquor Act 2007 to the Independent Liquor and Gaming Authority of New South Wales ("the Authority") for the transfer of Club Licence of Bermagui Country Club to QSCC for the purposes of such amalgamation.

#### EXPLANATORY NOTES TO MEMBERS ON RESOLUTION 1 – ORDINARY RESOLUTION

##### General

1. At the General Meeting the members will be asked to consider Resolution 1 in relation to:
  - a) the proposed amalgamation of Bermagui Country Club and QSCC;
  - b) the transfer of all Assets, Land, Liabilities and Water Access Licence (as defined in the Memorandum of Understanding) and Club Licence of Bermagui Country Club to QSCC and Vikings as required by the Memorandum of Understanding; and
  - c) the making of an application to the Authority for the purpose of approving the amalgamation.
2. Amalgamations between two registered clubs, such as is proposed, is governed by the provision of the Registered Clubs Act 1976 ("the Registered Clubs Act"). One of the requirements of the Registered Clubs Act is that the two amalgamating clubs

have entered into a legally binding Memorandum of Understanding (“MOU”) which covers various matters required by the Registered Clubs Act to be addressed and agreed between the clubs. The MOU can also deal with additional matters.

3. Bermagui Country Club, Vikings and QSCC have entered into a MOU dated 25 June 2025. The MOU is also available for inspection to the ordinary members at the Bermagui Country Club premises and on Bermagui Country Club’s website.
4. Prior to entering into the MOU and in accordance with the requirement of Regulation 4(5) of the Registered Clubs Regulations 2015 Bermagui Country Club notified Bermagui Country Club members that it had no received any other expressions of interest or merger offers in the previous 12 months, by placing a notice on its website and notice board. These are still available for review by Bermagui Country Club members at such locations.
5. The amalgamation between Bermagui Country Club and QSCC can only proceed if, amongst other things, the ordinary members of both Bermagui Country Club and QSCC approve the amalgamation process. The members of Bermagui Country Club will give their approval to the amalgamation component by passing Resolution 1 to approve the amalgamation in principle.
6. What follows in these notes is a summary of some of the principal features of the MOU that has been entered into and will need to be complied with by Bermagui Country Club as well as the steps that need to be followed to give effect to the amalgamation process and to form the amalgamated club (“the Amalgamated Club”).

### **Key Features of the MOU**

7. The amalgamation will result in the dissolution of Bermagui Country Club as a company and the continuation of the QSCC as the body corporate of the Amalgamated Club. The Constitution of the Amalgamated Club will be the Constitution of QSCC.
8. The Board of the Amalgamated Club will be the Board of QSCC and the Chief Executive Officer of QSCC will be the Secretary and Chief Executive Officer of the Amalgamated Club.
9. For the purposes of section 66 of the Liquor Act, the Amalgamated Club will appoint an approved manager for the Bermagui Country Club Premises.
10. Immediately after the Amalgamation Application is granted, all Assets, Debts and Liabilities will be transferred to QSCC and/or Vikings in accordance with the terms of the Memorandum of Understanding.
11. The members of Bermagui Country Club will become members of QSCC if they accept an invitation to become a member of QSCC.
12. All transferring members of Bermagui Country Club will have the same rights and entitlements of Social Members under QSCC’s Constitution, except for the fact that Bermagui Country Club members:
  - (i) will be entitled to hold office on the Board of the Amalgamated Club as the Bermagui Director only; and
  - (ii) will not be entitled to vote in the election of the Board of the Amalgamated Club (except for Bermagui Director) until after the fifth anniversary of the Completion of the Amalgamation.
13. Upon completion of the amalgamation, Bermagui Country Club will have representation on the QSCC Board, with the President of Bermagui Country Club to be appointed as the first Bermagui Director for a three-year term, in accordance with Regulation 31 of the Registered Clubs Regulation.
14. From the third anniversary of the amalgamation, the QSCC Board will continue to include a director who is either a Bermagui Country Club member or a member who joined at the Bermagui premises and resides within 50 kilometres of the premises, elected by Bermagui members and approved by the QSCC Board. QSCC will propose amendments to its Constitution to formalise these arrangements, and if such amendments are not passed, QSCC will continue to use its powers under Regulation 31 of the Registered Clubs Regulation to ensure ongoing Bermagui representation on the Board, subject to any casual vacancies.
15. Any annual subscriptions paid to Bermagui Country Club for the subscription period current as at the date of completion of the amalgamation will be recognised by QSCC as annual subscriptions paid to the Amalgamated Club.

### **Traditions, Amenities and Community**

16. The Amalgamated Club has committed to preserving the traditions, amenities, culture, golfing facilities, and memorabilia of the Bermagui Country Club at the Bermagui Country Club Premises. This includes maintaining the honour boards, which may be displayed in their current physical form, electronically, or through a combination of both, ensuring the club’s history and achievements remain visible and respected.
17. In addition to maintaining these traditions and facilities, the Amalgamated Club will continue to support the community organisations that were previously supported by the Bermagui Country Club as at the date of the Memorandum of Understanding. The Club will also actively explore opportunities to expand its support for community groups, reflecting an ongoing commitment to community engagement and development.
18. These commitments are designed to ensure that the unique character and community role of the Bermagui Country Club are preserved and enhanced under the new management structure, providing continuity for members and the broader community.

## **Commitment to Golf, Tennis and Bowls**

19. QSCC has committed to provide and maintain an eighteen (18) hole golf course at the Bermagui Country Club Premises for at least twenty (20) years, a bowling green for at least four (4) years, and tennis courts for at least eight (8) years from completion of the amalgamation. These commitments are made to ensure the ongoing provision of key sporting and community facilities at the Bermagui Country Club Premises but are subject to the continued viability of each activity (which is explained in the following paragraph).
20. The ongoing provision of these facilities is subject to the continued viability of each activity. "Golf Course Viability", "Bowling Viability", and "Tennis Viability" are each defined as maintaining or increasing the average number of full golfing, bowling, or tennis playing members, respectively, calculated by reference to the number of such members at Bermagui Country Club in 2022, 2023, 2024, and 2025. If, after completion of the amalgamation, the Bermagui Country Club Premises fails to achieve golf course, bowling or tennis viability for three consecutive years, QSCC will cease to be bound by its commitment to provide the respective facility for the remainder of the original period.

## **Premises**

21. Bermagui Country Club's premises will become additional premises of QSCC and will be available to all members of the Amalgamated Club.
22. On completion of the amalgamation, title (ownership) of the Land and Water Access Licence will be transferred to Vikings or QSCC.
23. If title to the Land and Water Access Licence is transferred to Vikings (as opposed to QSCC), Vikings will grant a lease for the Bermagui Country Premises to QSCC so that QSCC can occupy, operate and trade from the premises after completion of the amalgamation.
24. Vikings will manage the Bermagui Country Club Premises for and on behalf of QSCC with effect from completion of the amalgamation.

## **Name and Branding**

25. The Bermagui Country Club Premises will remain named and trade as "Bermagui Country Club" unless the Board of QSCC determines otherwise.

## **Advisory Committee**

26. Following completion of the amalgamation, the management of the Amalgamated Club will establish an Advisory Committee specifically for the Bermagui Country Club Premises. This Advisory Committee will not possess any governance or management powers within the Amalgamated Club and will remain subject to the overall control and direction of the Board and Management of the Amalgamated Club at all times.
27. The Advisory Committee will initially comprise QSCC's CEO (or their delegate) and two existing directors of the Bermagui Country Club, or alternatively, two members of the Bermagui Country Club as selected by its directors, provided they consent in writing. Should a casual vacancy arise, it may be filled by another Bermagui Country Club member of the Amalgamated Club, subject to approval by the Board. The Advisory Committee will operate under its own set of rules, which must be approved by the Board, and will meet at intervals it determines.
28. The Advisory Committee's role will be to make recommendations to the Board and Management of the Amalgamated Club on matters relating to the operations of the Bermagui Country Club Premises, ClubGRANTS attributable to the premises, membership matters, and the operation and conduct of golfing activities. The Committee may also be required to provide reports to the Board and will remain in effect for at least the first two years following completion of the amalgamation.

## **Golfing Activities and Sub-Clubs**

29. The Amalgamated Club will establish a golfing sub-club to conduct and administer golf activities at the Bermagui Country Club Premises. This golfing sub-club will have its own rules, committees, and members, be authorised to operate a bank account for fundraising, continue using its existing name and insignia, elect its own committees, and be eligible to affiliate with relevant controlling bodies in New South Wales, provided such affiliations are consistent with the Constitution of QSCC and the RCA. Additionally, certain individuals will be recognised as life members of the sub-club.
30. Any other sub-clubs existing at the Bermagui Country Club as at the date of the Memorandum will be permitted to continue, provided that all members of those sub-clubs also become members of the Amalgamated Club.

## **Protection of Employees**

31. As part of the amalgamation process, the Bermagui Country Club will be wound up or liquidated, resulting in the termination of all existing employment relationships between Bermagui Country Club and its employees. Prior to completion of the amalgamation, QSCC will review the staffing requirements at the Bermagui Country Club Premises and will make offers of employment only to those employees necessary for the ongoing operations of the Amalgamated Club. These offers will be made as soon as practicable after provisional approval of the amalgamation by the Authority, will be conditional upon and effective from completion of the amalgamation, and will be on terms and conditions consistent with those offered by QSCC to its employees in similar roles, provided that no employee receives lesser benefits than they currently enjoy.

32. Employees of the Bermagui Country Club who receive and accept an offer of employment with QSCC will have continuity of employment and their accrued entitlements honoured by QSCC. Those employees who do not receive and/or do not accept an offer, will be paid their full entitlements upon the termination of their employment with Bermagui Country Club on the completion of the amalgamation, with QSCC providing any necessary funding to ensure these payments are made. Employees who cease employment with the Bermagui Country Club for any reason prior to the completion of the amalgamation will also be paid their full entitlements by Bermagui Country Club at the time their employment ends.

#### **Intentions Regarding Core Property, Cash and Investments and Gaming Machine Entitlements**

33. All of Bermagui Country Club's property is currently core property of Bermagui Country Club for the purposes of the Registered Clubs Act (RCA). The status of the Bermagui Country Club's property under the RCA as and from the date of the general meeting will depend on the outcome of the Resolution 2 set out in this notice. If this resolution is approved by members, the Bermagui Country Club will no longer have any "core property," and the Bermagui Country Club Premises, including the land and Water Access Licence, will become non-core property of Bermagui Country Club and the Amalgamated Club. If the resolution is not approved, these assets will remain "core property" of Bermagui Country Club and the Amalgamated Club. QSCC intends to operate the Amalgamated Club and the Bermagui Country Club Premises in accordance with the arrangements set out in clause 5 and the other terms of the Memorandum of Understanding.
34. Additionally, all cash and investments of the Bermagui Country Club will be transferred to the general reserves of the Amalgamated Club. The Bermagui Country Club's forty-six (46) gaming machine entitlements will also be transferred to QSCC upon completion of the amalgamation, and the Amalgamated Club will retain and operate these forty-six (46) gaming machines at the Bermagui Country Club Premises for as long as it continues to trade from those premises

#### **Disposal of Major Assets**

35. For the purposes of the RCA, the major assets of a club is deemed to be its core property.
36. As Bermagui Country Club's property is currently core property of Bermagui Country Club, it is also currently a "major asset" of Bermagui Country Club for the purposes of the RCA.
37. However, if Resolution 2 is passed, Bermagui Country Club will cease to have any core property or major assets for the purposes of the RCA as and from the date of the general meeting. As a result, section 17A1 of the Registered Clubs Act will not apply to these assets.
38. If the resolution is not approved, the Bermagui Country Club Premises, including the Land and Water Access Licence, will remain core property and major assets of Bermagui Country Club and the Amalgamated Club. In this case, section 17A1 of the Registered Clubs Act will apply to these assets.

#### **Cease Trading and Substantial Change in Objects of the Bermagui Country Club**

39. QSCC does not intend to cease trading from the Bermagui Country Club Premises following the completion of the amalgamation. From completion, the objects of the Bermagui Country Club will be subsumed by and become the objects of QSCC. The Amalgamated Club will be operated in accordance with the arrangements set out in the Memorandum of Understanding, including the maintenance and operation of the Bermagui Country Club Premises as a successful and well-supported local social, sporting and community club, and the maintenance of the golf course, bowling greens and tennis courts to at least their current standard.
40. The Amalgamated Club may immediately cease trading from the Bermagui Country Club Premises or any part thereof:
- (i) upon receiving a lawful order from any Court or body with relevant jurisdiction which orders the permanent closure of the Bermagui Country Club Premises or any part thereof;
  - (ii) if the premises or any part thereof were destroyed or partially destroyed by fire, floods, storms or force majeure event, except where appropriate insurance cover is available to reinstate the Bermagui Country Club Premises or any part thereof or where it is otherwise economically viable to do so.
41. The Amalgamated Club may immediately cease trading from the Clubhouse:
- (i) if, after the first two (2) years after completion of the amalgamation, it is not financially viable for the Amalgamated Club to continue to trade from the Clubhouse (being an EBITDARD of twenty five thousand dollars (\$25,000) in any twelve month period after the second anniversary of the completion of the amalgamation); or
  - (ii) upon the lawful order of any government authority to permanently cease trading from the Clubhouse, or revoking any licence, approval or consent necessary for the Amalgamated Club to continue trading from the Clubhouse and it is not reasonably possible for the relevant licences, approvals or consents to be re-instated or new/replacement licences, approvals or consents to be obtained;
42. The Amalgamated Club may immediately cease:
- (i) golfing activities at the Bermagui Country Club Premises if the Golf Course Viability test (as referred to in paragraph 20 above) is not satisfied in three (3) consecutive years; and
  - (ii) bowling activities at the Bermagui Premises if the Bowling Viability test (as referred to in paragraph 20 above) is not satisfied in three (3) consecutive years;
  - (iii) tennis activities at the Bermagui Premises if the Tennis Viability test (as referred to in paragraph 20 above) is not satisfied in three (3) consecutive years.

## **Dissolution and Transfer of Assets, Debts and Liabilities to QSCC**

43. Prior to completion of the amalgamation, Bermagui Country Club and Vikings are required to take all necessary steps to ensure that QSCC becomes the bona fide occupier of the Bermagui Country Club Premises by way of lease. As soon as practicable after the relevant orders are made, and subject to the final order, Bermagui Country Club and QSCC must ensure that all assets, debts, and liabilities of Bermagui Country Club are transferred to QSCC, except for amounts required for winding up and directors' and officers' liability insurance. All contract rights and obligations of Bermagui Country Club are to be novated to QSCC, and the Land and Water Access Licence is to be transferred to Vikings (or to QSCC if not transferred to Vikings), subject to the required resolutions and agreements being in place.
44. The parties acknowledge that the transfer of assets, debts, liabilities, and licences is intended to occur on the completion of the amalgamation wherever possible. Bermagui Country Club, QSCC, and Vikings must do all things necessary and execute all required documents to effect these transfers and assignments from the date of the final order. This includes the transfer of land, real property, water access licence, contract rights and obligations, intellectual property, physical assets, debts, and liabilities. All such transfers, novations, and assignments must be executed by Bermagui Country Club before completion and held in escrow by QSCC pending completion.
45. Bermagui Country Club must ensure that the assets, land, and water access licence are transferred free of any charges, security interests, or encumbrances (unless otherwise approved by QSCC), so that the transferee becomes the absolute and beneficial owner upon completion. QSCC and Vikings will discharge any security interests or mortgages over the assets or land from completion, and QSCC will be deemed to have unencumbered title if a written undertaking for release is obtained from the relevant secured party.
46. QSCC will be responsible for and pay all debts and liabilities of Bermagui Country Club that remain unpaid at completion, are reasonably incurred after completion (including insurance costs pending deregistration), or arise from QSCC not accepting the assignment or novation of any contracts. Once QSCC confirms that all matters relating to the amalgamation are complete, Bermagui Country Club must proceed to voluntary winding up and transfer any surplus assets to QSCC. Each party warrants to cooperate and provide all necessary documents and information to finalise these matters, with costs to be borne by QSCC.

### **Requirement for Resolution 1**

47. Under the Registered Clubs Act, without limiting section 60 of the Liquor Act 2007, the Independent Liquor and Gaming Authority cannot approve of the transfer of the licence of a dissolved club (Bermagui Country Club) unless the Authority is satisfied that:
  - a. the parent club (QSCC) will meet the requirements set out in section 10(1) the Registered Clubs Act, and
  - b. the parent club (QSCC) will be financially viable, and
  - c. the proposed amalgamation is in the interests of the members of each of the clubs that are amalgamating, and
  - d. the proposed amalgamation has been approved in principle at separate extraordinary general meetings of the ordinary members of each of the clubs proposing to amalgamate (being in each case an approval supported by a majority of the votes cast at the meeting).
48. Resolution 1 proposed in this Notice of General Meeting is required for the purposes of section 17AEB(d) of the Registered Clubs Act and the amalgamation between Bermagui Country Club and QSCC cannot proceed until the ordinary members of both clubs have approved the amalgamations of their clubs at separate general meetings.

### **Procedural Matters in Relation to the proposed Ordinary Resolution**

49. The Registered Clubs Act requires the proposed amalgamation is to "be approved in principle at separate extraordinary general meetings of the ordinary members of each of the clubs proposing to amalgamate." The term "ordinary members" essentially means all members in all classes of membership (excluding employees of Bermagui Country Club), other than Honorary members, Temporary members and Provisional members.
50. Accordingly, all members in all classes of membership (excluding employees of Bermagui Country Club), other than Honorary members, Temporary members and Provisional members are eligible to attend the extraordinary general meeting and vote on Resolution 1. This is despite any provision in the Constitution of the Bermagui Country Club that restricts voting rights for certain classes of membership.
51. To be passed, Resolution 1 requires votes from a simple majority of eligible members (50% + 1) present and voting on the Ordinary Resolution at the meeting.
52. Members should read the Explanatory Notes to Members set out above which explains the general nature and effect of Resolution 1. Members should also read in full the MOU between Bermagui Country Club and QSCC.
53. Please direct any questions or concerns about Resolution 1 in writing to the President of Bermagui Country Club, if possible, at least three (3) days, before the General Meeting.
54. Proxy Votes are not allowed under the Registered Clubs Act nor the Constitution of the Bermagui Country Club.
55. The Board of Directors of Bermagui Country Club recommends that members vote in favour of Resolution 1.

## **RESOLUTION 2 – ORDINARY RESOLUTION**

Subject to the prior approval of Resolution 1, to consider, and if thought fit, to pass the following ordinary resolution:

"That the members declare, for the purposes of Section 41E of the Registered Clubs Act 1976 (NSW), the Land and Water Licence of Bermagui Country Club Limited ACN 001 027 916 ("Bermagui Country Club") not to be core property of Bermagui Country Club where:

- (a) "Land" means all of the land owned by the Bermagui Country Club, including without limitation the land located at Tuross St, Bermagui, NSW 2546 (Folio Identifiers Lot 101 DP 1240330; Lot 3 DP 599423; Lot 8 DP 250333; Lot 307 DP 735144 and Lot 1 DP 18/758095); and
- (b) "Water Access Licence" means the water access licence held by the Bermagui Country Club in respect of the Bermagui Country Club Premises (Folio Identifier WAL23125).".

## **Explanatory Notes to Members Resolution 2**

1. The Land and Water Access Licence of the Club is currently core property of the Club.
2. This second resolution proposes for members to declare the Land of the Club, and its Water Access Licence, to be non-core property of the Club.
3. Section 41E of the Registered Clubs Act 1976 (NSW) defines "core property" to include:
  - a. the premises of the Club, or
  - b. any facility provided by the Club for the use of its members and their guests, or
  - c. any other property declared, by a resolution passed by a majority of the members present at a general meeting of the ordinary members of the Club, to be core property of the Club,but does not include any property referred to in paragraphs (a)-(c) that is declared, by a resolution passed by a majority of the members present at a general meeting of the ordinary members of the Club, not to be core property of the Club.
4. The passing of this resolution would result in the Land and Water Access Licence becoming non-core property of the Club, which would enable the Club to dispose of the property without further approval under section 41E(1) of the Registered Clubs Act 1976 (NSW). Any disposal would still be subject to the terms of the Memorandum of Understanding and the necessary internal approvals.
5. The passing of this resolution would also mean that the Land and Water Access Licence would be non-core property of the Amalgamated Club on completion of the amalgamation.

## **Procedural Matters in relation to Resolution 2**

1. Resolution 2 requires a simple majority (50% + 1) of ordinary members present and voting.
2. The term "ordinary members" essentially means all members in all classes of membership (excluding employees of Bermagui Country Club), other than Honorary members, Temporary members and Provisional members.
3. Accordingly, all members in all classes of membership (excluding employees of Bermagui Country Club), other than Honorary members, Temporary members and Provisional members are eligible to attend the extraordinary general meeting and vote on Resolution 2. This is despite any provision in the Constitution of the Bermagui Country Club that restricts voting rights for certain classes of membership.
4. To be passed, Resolution 2 requires votes from a simple majority of eligible members (50% + 1) present and voting on the Ordinary Resolution at the meeting.
5. Members should read the Explanatory Notes to Members set out above which explains the general nature and effect of Resolution 2. Members should also read in full the MOU between Bermagui Country Club and QSCC.
6. Please direct any questions or concerns about Resolution 2 in writing to the President of Bermagui Country Club, if possible, at least three (3) days, before the General Meeting.
7. Proxy Votes are not allowed under the Registered Clubs Act nor the Constitution of the Bermagui Country Club.
8. The Board of Directors of Bermagui Country Club recommend that members vote in favour of Resolution 2.

## **By direction of the Board**

Signature:



Name: Anthony Corbitt

Title: Director

Date: 9 July 2025