



# CLUB BY-LAWS

Balranald Club

1<sup>st</sup> June, 2014

Amended:	September 2016
	July 2017
	September 2017
	March 2018
	January 2019
	May 2019
	March 2020
	December 2020

# Club By-Laws

On 23<sup>rd</sup> March in accordance with Rule 60.b of the Constitution, the Board with effect from today rescinded all current and existing By-laws and made the By-laws set out in this document and in any appendices to this document.

## **Authority for By-Laws**

The Board is authorised by Rule 60.b and Rule 61 of the Constitution to make, amend or rescind By-laws that are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests and property, or for the convenience, comfort and well-being of the Club's members.

## **Purpose of By-Laws**

These By-laws:

- a. give operational effect to the Constitution where the Board considers it necessary to do so;
- b. are intended to provide an effective governance and accountability framework for the Club;
- c. contain the Board's policies for how the Club will manage its day to day activities

## **Inconsistency**

Where there is inconsistency between these By-laws and the Constitution, the Constitution will prevail.

## **Applicability and Enforcement**

These By-laws apply to all members, employees or other persons entering the Club's premises.

Failure to abide by these By-laws may result in:

- a. disciplinary action against members as provided by the Constitution;
- b. removal of a person (including a temporary member or a visitor) from the Club's premises in accordance with Rule 46 of the Constitution;
- c. disciplinary action against an employee which could include termination of the employee's employment

## **Review**

The Board will review these By-laws at least every two years.

# Club By-Laws

## 1 PRELIMINARY

The By-Laws are made pursuant to Clause 60(b) and Clause 61 of the Club's Constitution and has the same force and effect as the Constitution in so far as they are not inconsistent therewith.

These and all subsequent Club By-Laws come into effect when adopted by the Board of Directors.

These Club By-Laws are a guide to membership and all enquiries should be addressed to the General Manager.

These By-Laws have been adopted by the full Board of Directors at their regularly scheduled meeting held on the 26<sup>th</sup> May, 2014.

## 2 ENTRY TO THE CLUB

Members entering the Club are required to produce their membership card to any Director, Manager or to other on duty designated Club staff upon request for them to sight.

No member shall lend his or her Membership Card to any other person for any purpose whatsoever and any member who breaches this by-law thereby causing the Club to incur fines, costs or expenses shall reimburse the Club the amount of such fines, costs or expenses.

Members and their guests and temporary members must adhere to the dress code and standards of the Club and its Management and designated staff have the authority to determine if the dress standard is met.

The Management & designated staff are authorised to ensure that all visitors enter the Club in accordance with the requirements of the licensing laws. Proof of age and residential qualification are required for temporary members and members' guests.

In any dispute regarding entry to the Club, the designated staff will refer the matter to the senior bar person on duty or to Management.

Management reserves the right to refuse entry to any visitor, or other persons whether a member or not, without explanation.

Any member or visitor will be refused entry or will be requested to leave the Club and may be subject to disciplinary action if it is deemed that person is intoxicated, appears to be nearing or showing signs of intoxication, abusive, violent or quarrelsome.

Patrons requested to leave the Club must leave the premises immediately and not return within a 24-hour period or if deemed necessary may be suspended and subject to disciplinary action.

Only persons residing outside of the 25km radius will be permitted entry as a temporary member.

This visitation eligibility will be limited to one (1) month after which that person will have to become a member of the Club if they are remaining within the 25km limitation.

Persons under the age of eighteen (18) years are only permitted in non-restricted areas and must always remain under adult supervision .

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## 3 PROOF OF AGE

When required by a Club officer, proof of age must be established using: NSW Photo Card (issued by NSW RMS); Drivers Licence (issued by Australian State or Territory or another country); Passport (issued by Australia or another country); Proof of Age Card (issued by an Australian State or Territory except NSW) or Keypass – Over 18 Identity Card (issued by Australia Post).

Persons under the age of eighteen will not be permitted in restricted areas.

Persons under the age of eighteen must be accompanied by a parent or guardian whilst in any non-restricted area of the Club. The parent or guardian must control the minor and not allow them to run around Club property or make undue noise which may annoy other patrons.

## 4 CLUB DRESS

The Balranald Club provides a comfortable environment where patrons can enjoy their surroundings and use of club facilities without disruption from others that are inappropriately dressed or behave in an unacceptable manner.

To ensure patron compliance with these principles, standards have been set for dress and behaviour. The standard is “clean, neat and tidy” in both clothing and appearance. Refer to the signage posted at all entrances for specific restrictions on dress code. This is also shown on the Club webpage.

If a member or guest is dressed or appears in a way that may offend other members or guests, this is enough cause to refuse entry to the Club.

Designated staff are authorised to adjudicate on whether a member or guest meets the required standards.

## 5 CONDUCT

The following is just a few simple rules regarding member conduct on Club property:

To ensure the comfort of all patrons, no member or guest may create undue noise or cause a disturbance on the premises.

Offensive, objectionable or obscene language will not be tolerated within or in the surrounds of the Club.

Not be under the influence of liquor or drugs, or introduce liquor or drugs on the premises.

Must not damage any Club property.

Must not remove without proper authority any Club property.

Must not enter or remain on Club property at unauthorised times.

Must not disregard any instruction from the Manager, person in charge or any member of the Board of Directors when duly warned by same.

Must not infringe any rules of By-Laws of the Club.

Must not introduce gambling to or participate in gambling on Club property.

Must not take liquor from the premises without the proper authority.

Must not bring onto Club property any food or drinks not purchased at the Club.

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All containers of drinks consumed on-premises remain the property of the Club and may not be removed from the premises.

Must not cause offence to any member or visitor of the Club which is prejudicial to the good order of the Club or to the comfort or welfare of any member or visitor.

All patrons must respect the privacy of other members and visitors at all times.

Members and visitors are requested to leave the premises in a quiet orderly manner respecting our neighbours.

With a view to maintain a high standard of conduct and of assisting the staff to keep the building and fittings of the Club in good order members must also observed the following:

Co-operate so that these by-laws are strictly observed and ensure your fellow member is also following these.

If showing excessive drinking or signs of intoxication not to remain on Club property.

Upon any infringement of these by-laws will immediately be asked to leave Club property by the Manager, staff or Board member and a report recorded in the Club Incident Log. Any such incident will be dealt with at the next meeting of the Board of Directors and that person will not be permitted entry to Club property until such meeting is held and a decision handed down.

## 6 CHILDREN ATTENDING THE CLUB

Balranald Club is a family-friendly venue and we welcome children of all ages. To ensure that all our customers have a comfortable, safe, and enjoyable experience Balranald Club has a few rules in place for members and guests and their accompanying children when on our premises:

- \* Children must always be accompanied and supervised by a responsible adult .
- \* Children are not permitted to be in the TAB betting zone or the Gaming lounge (even when accompanied by an adult), as per legislation.
- \* Use of any children's play area is restricted to children who satisfy the maximum height restrictions of under 100cm.
- \* Bringing your own food onto the premises is prohibited, as there is a fully stocked Bistro with a wide variety of food and the bar has a wide variety of drinks. Baby food is an exception.
- \* Patrons are advised that leaving children unattended on club premises (or in vehicles) is unacceptable conduct and will not be tolerated. The accompanying responsible adult is to ensure that their child behaves in an appropriate manner when on club premises and refrains from behaviour which is likely to cause discomfort or inconvenience to other patrons. Such behaviour includes, but is not limited to, screaming, running around unsupervised between tables, swearing, intimidating, and pushing or fighting with other children.

Unacceptable behaviour of a minor may result in the minor and their accompanying responsible adult being asked to leave the club premises.

## 7 RESPONSIBLE SERVICE OF ALCOHOL

The Balranald Club promotes responsible service of alcohol in the best interest of its members, guests, staff, and community. Responsible serving of alcohol is vital for legal, health and community reasons.

Our society is now less tolerant of the irresponsible use of alcohol that leads to drunkenness, drink driving, unacceptable behaviour, and underage drinking.

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Balranald Club has adopted the following house practices, which provide the framework for the responsible service of alcohol:

- \* In order to prevent underage drinking, we will require acceptable proof of age to be provided when requested.
- \* Persons who are believed to be intoxicated will be refused admission to our premises
- \* We will display and refer to our intoxication signs in order to support our responsible attitude and meet legislative requirements.
- \* Patrons in this establishment will be denied service and required to leave the premises if they are considered to be intoxicated.
- \* We will not allow any incident, violent or quarrelsome conduct on our premises
- \* We will educate our staff and our patrons as part of our duty of care to ensure they understand the implications of and abide by our responsible service of alcohol practices.
- \* We will support and actively promote initiatives to minimise drink driving in order to safeguard the wellbeing of our patrons.

Balranald Club will initiate these practices by:

- \* Implementing, monitoring, and modifying the house practices on an on-going basis.
- \* Preventing under-age drinking by insisting on the production of acceptable documentation such as a current photo driver's licence, passport or proof of age card as detailed in the Australian ID checking guide.
- \* Preventing intoxication by recognising the signs of intoxication and refusing to serve anyone to the point of intoxication. We will deny entry or service to anyone we believe is already intoxicated.
- \* Promoting the service of non-alcoholic beverages, low alcohol beers and food
- \* Not allow the purchase of shots.

Our responsible serving practices aim to:

- \* Prevent under-age drinking
- \* Prevent intoxication
- \* Prevent violent or disruptive behaviour
- \* Prevent drink driving

## 8 RESPONSIBLE CONDUCT OF GAMING

To promote the responsible service of gaming, Balranald Club has a policy which complies with the various Acts of Parliament that apply to the Registered Clubs industry. This policy will be implemented for the benefit of our members, their guests, and the community in general.

Balranald Club encourages responsible practices in advertising and promotions to ensure that the club is not providing inducements to gamble. Signage to promote responsible gaming and where to seek help are posted in the gaming area and throughout the club.

Balranald Club will not under any circumstances provide cash on credit cards or the cashing of cheques.

Members and/or visitors to Balranald Club have the right to exclude themselves from the club. In order to provide support and advice, the club supervisors and managers are trained to be a confidential point of contact for the club's patrons, or the families of patrons, who believe they may have a problem with gambling. Balranald Club encourages those patrons who self-exclude to keep in contact with the club so that the club can assist wherever possible.

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Providing information and training to club staff on problem gambling is essential. The concept of patron and employee care can help reduce problem gambling in the club. Staff are trained to ensure discretion in matters involving problem gamblers.

## 9 CAR PARKING

The Club Car Park is for members and authorised personnel use only when visiting the premises. If a car is to be left in the car park, specific permission must be sought and granted by Management.

Members are responsible for their cars and their contents. All care must be taken when parking in the car parking areas.

When leaving the car park, members and guests are requested to do so carefully and quietly.

Pedestrian access through car park is to be done with caution and the sole responsibility of the individual (no liability is taken by the Club).

## 10 SMOKING

Under NSW Health Act 2000, all indoor areas, within 4 metres of the rear door and the main entry door are non-smoking.

The only permitted smoking area in the Club is outside in the Designated Area which is located through the doors adjacent to the Sports/TAB lounge.

Members must also use receptacles provided to dispose of cigarette butts, NOT the grounds of the Club.

## 11 FEEDBACK

Your opinion and observations are important to us because our goal is to provide you with excellent services and facilities. You can either speak direct with the General Manager or send a letter to the Club at PO Box 21, Balranald NSW 2715.

## 12 MEMBERSHIP & SUBSCRIPTIONS

In accordance with the Constitution, Article 43(a) (b), all membership subscriptions expire 30<sup>th</sup> June and fall due on 1st July for the payment of renewal fees. A member becomes unfinancial after the 1<sup>st</sup> July and has until the 31<sup>st</sup> July to maintain their current membership.

If, after 30 days, a person who is unfinancial will be removed from the Club membership database and they will be required to complete a new application for membership form. Additionally, there will be a re-joining fee levied as is applicable to any new person applying for membership. In addition, there is no guarantee that the same membership number would be issued to such person. Also, the new membership would not become final until the next duly convened Board of Directors meeting.

Whilst a person is unfinancial they will be ineligible for any discounts on bar or bistro purchases, ineligible to accrue bonus points for future purchases, or entry into the weekly member cash draw.

As of 1<sup>st</sup> July 2019, the Board have made available a three (3) year membership, but this will only be applicable to a member whom is renewing their membership each July. This is not compulsory, and a member may elect to remain a one (1) year member.

A new person applying for membership does not have multiple year membership availability and will only be entitled to a regular one (1) year membership plus a joining fee. Any such person will become eligible for a three-year membership upon renewing membership each July.

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Under no circumstances are membership cards transferable. No member may lend a card to another person to gain entry or purchase goods within the Club. Additionally, no member may swipe another member card in the foyer kiosk upon entry or use it to purchase goods. If you are found to have done this, you will face disciplinary action by the Board of Directors.

To replace a membership card through loss or improper care this will incur a reprint cost of \$5.

If the card no longer swipes in order to obtain points or discounts the card will be replaced free of charge if due to normal wear & tear. During a three (3) year membership period it may be necessary to obtain a new card after continual use and this will also be replaced due to normal wear & tear, but only once per financial year.

## **13 DONATIONS, SUBSIDIES, FINANCIAL ASSISTANCE & IN-KIND ASSISTANCE**

The Club receives an increasing number of requests from schools, organisations, events and individuals requesting financial assistance, subsidies and sponsorship for various activities be it for cash or “in kind”.

As the Club has a relatively small budget it therefore makes donations limited and it is desirable that the Club has guidelines in place that allows for an equitable and consistent approach to the distribution of such funds or amenities.

The Club will consider requests for financial or amenity assistance to local schools, groups, organizations, cultural, sporting and welfare groups where the request demonstrates a community need, benefit or simply to aid that organization in functioning for that year.

In assessing a request whether it be for cash or “in kind” such as using Club facilities or selling raffles etc, the following guidelines will apply:

- Organisations must be formally structured to offer a service or event to the residents in Balranald and be based in Balranald.
- Organisations must be non-profit groups involved in cultural, tourism, sporting, educational, health or community affairs in order to be considered.
- Requests for donations outside of Balranald will not be considered, however it may consider one off contributions to other areas as a result of a natural disaster.

Requests for assistance, in any form or size, are to be made in writing by March 31<sup>st</sup> (for assistance between May & September) and August 31<sup>st</sup> (for assistance between October & March) of each year. You may include the whole year in one request at either time should the group know their upcoming calendar of events which would alleviate the need to submit two requests a year. This will facilitate the Board of Directors in ensuring that each request is dealt with fairly. Requests received after these dates may not be considered for the current Club financial year, but may be considered for the following financial year, especially when a cash donation is requested.

The cash funding for events may be limited to an amount set annually by the Board of Directors. In addition, any late requests for “in kind” assistance may not be possible due to other commitments made with regards to room hire or the ability to sell tickets within the Club, etc.

To allow for a more equitable distribution of funds or amenities the Club will not guarantee funding the same organization or event on an annual basis.

Donations and contributions will generally be approved by the General Manager if under \$1,000. For any other amount that meets the above guidelines it may be approved by the General Manager and President or it may go to a full Board for a decision.



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## 14 MEMBERSHIP APPLICATIONS

Any Person who has lodged a nomination form duly completed in accordance with the Club Constitution and pays the subscription appropriate to the class of membership will be granted Temporary Membership while awaiting the Board's decision in relation to that person's application.

The cut-off date for the acceptance of New Member applications is 7 days prior to the sitting of the next Board meeting. Temporary Members do not become Financial Members of the Club until approved at a meeting of the Board. Temporary Members may not be eligible to receive the benefits from some Club promotions e.g. Members Lucky Badge Draw until such time as the application has been approved by the Board (subject to change without notice)

A copy of the Clubs Constitution and By Laws is available on request and renewals are due by the 30th June of each year. If you join the Club in the month of May or June, or after the Board meeting in April, your membership will be rolled over for the next year. The prescribed Membership Fee in full will be payable if joining in any month up to the April Board meeting of that year.

With regards to Membership Applications the following is a definition of a Pensioner Member:

For the purpose of defining a Pensioner it is only applicable to persons holding an Australian Government issued Age Pension Card.

This by-law is applicable to Rules 19, 20, 22 & 24 of the Constitution and any other Rule that may mention pensioner from time to time.

## 15 IDENTIFICATION OF INDIVIDUAL

The only forms of identification (ID) that can be accepted as evidence of age or other purposes are:

- a. A driver's or rider's licence or permit (issued by an Australian State or Territory or any foreign country);
- b. Australian passport or a foreign passport issued by another country;
- c. NSW photo card (issued by Roads and Maritime Services NSW);
- d. Proof of age card issued by a public authority of the Commonwealth or of another State or Territory for the purpose of attesting to a person's identity and age; and/or
- e. Keypass identity card issued by Australia Post

If a potential member does not possess a photo id card that they are advised to go to the RMS office or Australia Post or other authority listed above and obtain a card for proof of identity & age.

Failing this the Club will only accept 'documentation based safe harbour' items. This form of identity verification consists of:

Verifying the potential member's name and either the potential member's residential address or date of birth, or both, from:

An original or certified copy of a primary photographic identification document e.g. drivers license or passport (with photograph); **or**

Both:

An original or certified copy of a primary non-photographic identification document e.g. birth certificate; **and**

An original or certified copy of a secondary identification document e.g. Australian Taxation Office assessment notice (less than 12 months old), rates or electricity bill (less than 3 months old), **and**

Verifying that any document produced by the potential member has not expired (other than in the case of a passport issued by the Commonwealth that expired within the preceding two years)

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## 16 BINGO

The following rules apply to bingo games held on the Club premises each Tuesday and Thursday (and at any other time as determined by management).

If there are any disputes beyond the scope of these rules then the decision of the General Manager and/or Board of Directors will be final upon that outcome.

Open to all members and bona-fide visitors over 18 and to children over the age of 10 when in the company of a parent or guardian. Children are not permitted to purchase the tickets.

Each game winner will receive a \$15 voucher (or such other prize as determined from time to time) for spending within the town of Balranald. If there is more than one winner they each will press the bingo machine and that person with the highest number will be determined the winner.

Games will be held every Tuesday commencing at 7:00pm, Thursdays commencing at 2:00pm and Sundays commencing at 2:00pm, at the Club

Prize-winners are notified at the end of each game. Prizes are handed to the winner once the game ticket has been verified and prior to the commencement of the next game.

If any player has a dispute over the conduct of the game they should approach the General Manager and advise him of their concern so that he may attempt to resolve the issue. If he is unable to do this then he will request that the player submit their concern in writing and the person calling the game submit their recollection of that game. These will be submitted to the Board of Directors at their next meeting to determine a resolution. If a player has a dispute over the claiming of a prize this is to be submitted to the General Manager outlining the dispute for resolution or if the GM is unable then the Board of Directors.

A player or person conducting the game may not participate. Any person may be banned for any length of time from playing or conducting bingo should the offence be such that it is felt by the General Manager and/or Board of Directors that this is the appropriate course of action. This would be seen as a last resort action if no other forms of mediation or resolution could not be reached.

Bingo numbers are drawn from a random generator machine and each game is announced as to the desired result required prior to the first number being generated. Each number is marked out by the player in any manner they wish to use to obtain the result determined prior to that game, i.e. four corners, low numbers only, etc.

If an incorrect call is made that differs from the number generated than that call is disregarded and the correct number which is displayed on the screen read out.

An independent person not from the same table as the winner will read back the numbers to the caller who will verify that each number called corresponds with those displayed on the machine console.

Records of the game/s will be maintained by the Club for a period of no less than three (3) months and will include a reconciliation sheet completed by Club personnel on duty at the time

## 17 POKER

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The following outlines the basic format for the Club poker events and is to be followed by all participants and organisers.

1. Tables, cards, chips, etc set up around 6:45pm.
2. Players registered as they arrive
3. Once registered each participant is handed a drink card. This card will entitle that person additional chips in the game once they have purchased 2 drinks from the bar (minimum size 285ml per drink). The card must be stamped upon each drink purchase
4. The completed drink card is handed back to the organiser in exchange for additional game chips.
5. Play commences at or about 7pm
6. Play generally will finish around 10:15 to 10:45pm
7. Tables, cards, etc are packed back away

The game format is generally to be three (3) x fifteen (15) minute blinds; a fifteen (15) minute break and then a further five (5) x fifteen (15) minute blinds; another ten (10) minute break (unless at the final table at which point play will go straight through).

On the first & third Saturday of each month they are free to enter nights and each player will commence with chips to the value of \$2,000. During the night players may exchange their completed drink card for \$2,000 and the second one for \$5,000 additional chips.

On the second & fourth Saturday of each month there will be a cash game with a \$12 entry fee. If the month has a fifth Saturday in it the last one will also be a cash entry game. The \$12 entry fee will entitle the player to \$10,000 in starting chips. The drinks card is redeemable as in normal free weeks with the same exchange rate, except on the last Saturday of each month when the drinks card is worth \$5,000 & \$10,000 in chips.

The \$12 entry fee is split so that \$10 goes into the prize pool and the remaining \$2 becomes a bounty on that player. Prize distribution will be announced in the final stages of these games and play will continue with prizes being disbursed as announced. The organiser will each week text all regular participants with the upcoming format so that everyone knows in advance what is happening.

Prize's awarded shall be \$40 club voucher (1<sup>st</sup> place) & \$20 club voucher (2<sup>nd</sup> place) and \$18 club voucher (3<sup>rd</sup> place) on the 1<sup>st</sup> and 3<sup>rd</sup> Saturday of each month. On the 2<sup>nd</sup> and 4<sup>th</sup> Saturday of each month when the cash games are held the prize for 1<sup>st</sup> place shall be a variable amount of cash (dependent upon number of players) plus the \$40 club voucher and 2<sup>nd</sup> place shall be a variable amount of cash plus the \$20 club voucher and if numbers permit 3<sup>rd</sup> place shall be a variable amount of cash and/or the \$18 club voucher.

## 18 ANGLERS CLUB

The following outlines the by-laws pertaining to the Angling section of the Club, in accordance with Rule 60.n of the Constitution.

1. The Anglers Club shall be called the Balranald District Ex-Servicemen's Memorial Anglers Club, hereinafter referred to as the Anglers Club.
2. The mission statement is:
  - a. To promote the sport of fishing;
  - b. To assist with organising fishing events; and
  - c. To assist the mother club, hereinafter referred to as the Balranald Club, in maintaining its financial capability by way of promoting events.
3. The membership shall be open to all members of the Balranald Club.
4. The management of the Anglers Club shall be in the hands of the members through the Annual General Meeting (AGM) of its members as hereinafter provided.

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5. The AGM of the Anglers Club shall be held on a date fixed by their committee, but shall be held no later than August 31<sup>st</sup> of each year. The meeting is to be called in accordance with the Balranald Club constitution and associated Acts & Regulations.
6. The business to be transacted at the AGM shall be in the following order:
  - a. Confirmation and adoption of the minutes of the previous AGM and of any Special Meetings held during that year as circulated to all Anglers Club members prior to the AGM.
  - b. Confirmation and adoption of annual reports as circulated to all Anglers Club members prior to AGM.
  - c. Confirmation and adoption of the financial report as circulated to all Anglers Club members prior to AGM.
  - d. Election of office bearers.
  - e. Election of sub-committees of the Anglers Club committee.
  - f. Affixing an amount for the upcoming annual subscription of members.
  - g. Any other business of which due notice was received by the Anglers Club Secretary in accordance with the constitution.
  - h. Other recommendations from the floor of which no notice was received for the incoming Anglers Club Committee to consider over the next twelve months.
7. A quorum for the AGM, Special Meeting or General Meeting shall be 7 financial members of the Anglers Club.
8. Anglers Club General Meetings are to be held on the first Monday of each month at 7.30pm in the Balranald Club Boardroom, or otherwise as determined by the Anglers Club committee.
9. At any meeting of the Anglers Club the President (or Chairperson) shall have a deliberative vote only on all questions. If before the President (or Chairperson) casts their vote there is an equality of votes, then the President (or Chairperson) must cast their vote to default the question, motion or resolution.
10. The Anglers Club Committee shall consist of the following office bearers:
  - a. President
  - b. Vice President (2)
  - c. Secretary
  - d. Treasurer
  - e. Publicity Officer
  - f. Ordinary Committee Members (5)
11. The duties of the Executive Officers of the Anglers Club (President, V/President, Secretary & Treasurer) shall be such as usually pertain to such offices. The President shall take the Chair at all meetings, or in their absence a Vice President or in their absence any member of the general committee who shall be so elected by the members thereof.
12. The annual subscription (other than Balranald Club membership) shall be fixed at the AGM of the Anglers Club and shall be payable in conjunction and at the same time as their Balranald Club membership. This figure will be shown on the individual renewal sent out from the Balranald Club.
13. The Anglers Club committee is empowered to prevent any member whose subscription is in arrears from exercising the whole or any privileges of the Anglers Club.
14. All Anglers Club members must abide by the rules of the Anglers Club.

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The following outlines the by-laws pertaining to the Bowling section of the Club, in accordance with Rule 60.n of the Constitution.

1. The Club shall be called the Balranald Ex-Servicemen's Bowling Club.
2. The mission statement is:
  - d. To promote the game of lawn bowls
  - e. To assist with organising teams for social bowls
  - f. To arrange VLBA affiliated teams for tournaments, pennant, district and state events
  - g. To assist the mother club in maintaining its financial capability by way of promoting events
3. The membership shall be open to all members of the Balranald Club.
4. The management of the Bowling Club shall be in the hands of the members through the Annual General Meeting (AGM) of its members as hereinafter provided.
5. The AGM of the Bowling Club shall be held on a date fixed by their committee, but shall be no later than May 31<sup>st</sup> of each year. The meeting is to be called in accordance with the Club constitution and associated Acts & Regulations.
6. The business to be transacted at the AGM shall be in the following order:
  - i. Confirmation and adoption of the minutes of the previous AGM and of any Special Meetings held during that year as circulated to all bowling members prior to the AGM.
  - j. Confirmation and adoption of annual reports as circulated to all bowling members prior to AGM.
  - k. Confirmation and adoption of the financial report as circulated to all bowling members prior to AGM.
  - l. Election of office bearers.
  - m. Election of sub-committees of the Bowling Club committee.
  - n. Affixing an amount for the upcoming annual subscription of members.
  - o. Any other business of which due notice was received by the committee Secretary in accordance with the constitution.
  - p. Other recommendations from the floor of which no notice was received for the incoming Bowls Committee to consider over the next twelve months.
7. A quorum for the AGM or Special meeting shall be 7 financial members of the Bowling Club.
8. At any meeting of the Bowling Club the President (or Chairperson) shall have a deliberate vote only on all questions. If before the President (or Chairperson) casts their vote there is an equality of votes, then the President (or Chairperson) must cast their vote to default the question, motion or resolution.
9. The Bowls Committee shall consist of the following office bearers:
  - g. President
  - h. Vice President
  - i. Secretary
  - j. Treasurer
  - k. Committee Members (4)
  - l. Match Committee (6) (3M/3F) - The Chairperson of this committee shall be elected by the whole of the executive committee and will assume the role of Tournament Secretary.
10. The duties of the Executive Officers of the Bowling Club (President, V/President, Secretary & Treasurer) shall be such as usually pertain to such offices. The President shall take the Chair at all meetings, or in their absence a Vice President or in their absence any member of the general committee who shall be so elected by the members thereof.
11. The annual subscription (other than main Club membership) shall be fixed at the AGM of the Bowling Club and shall be payable in conjunction and at the same time as their main

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club membership. This figure will be shown on the individual renewal sent out from the mother club. The general committee is empowered to prevent any member whose subscription is in arrears from exercising the whole or any privileges of the Club.

12. The laws of the game of bowls, as adopted from time to time by the Victorian Bowling Association, shall apply to all games played under the control of the Bowling Club, except when specifically stated otherwise. Failure to observe such laws will render the offending player liable to disqualification from the competition or match.
13. All members of the Bowling Club are bound by the Constitution of the Balranald Club for final determination.
14. The Secretary shall ensure that within two (2) days of a monthly meeting that the Club General Manager is sent a copy (by email) of the minutes from that meeting in order to be presented to the Club Board of Directors at their next scheduled meeting. This may be emailed to [manager@balranaldclub.com.au](mailto:manager@balranaldclub.com.au).
15. All functions including, but not limited to, pennants; socials; tournaments shall be held in the main bar lounge of the Club. Exceptions to this will be if a fully catered hot meal is being provided at the event or it is one of the major tournaments held by the club such as Diggers Day where a large participation (in excess of 80) is involved or a fully catered sit down meal is provided. For any clarification or if in doubt all questions should be referred to the Club General Manager for determination.

## 20 MEMBER REWARD POINTS SCHEME

### 1 GENERAL

- 1.1. These terms and conditions apply to the member rewards program established and administered by Balranald Club known as Balranald Club Rewards.
- 1.2. By participating in the Balranald Club Rewards program using your membership card, or by claiming any benefit, you agree to be bound by these terms and conditions and provide the consent specified in clause 4 relating to personal information.
- 1.3. Balranald Club reserves the right to amend the terms and conditions governing the Balranald Club Rewards program at any time without prior notice to you.
- 1.4. The rewards offered under the Balranald Club Rewards program are a courtesy extended to you at our sole and absolute discretion and are not automatic entitlements (legal or otherwise).
- 1.5. References to:
  - 1.5.1. "we", "our" and "us" are references to Balranald Club.
  - 1.5.2. "membership" means your membership of Balranald Club.
- 1.6. Your membership and any accrued points or rewards are not transferable.
- 1.7. The accrual of points or the redemption of rewards are not available in conjunction with any other discount, promotion or program offered by us unless otherwise stated.
- 1.8. We reserve the right to decide any matter or settle any dispute arising directly or indirectly out of or in conjunction to Balranald Club Rewards and our decision on any such matter or dispute will be final and binding and no correspondence will be entered into.
- 1.9. Subject to any applicable law which cannot be excluded, we accept no liability for any loss, damage or injuries suffered or sustained (including but not limited to direct or consequential loss or losses arising from our negligence) by you arising directly or indirectly out of or in connection to Balranald Club Rewards and you release or discharge us from any liability for any such loss, damage or injury. If we are liable in any way, then our liability will be limited to allocating to your player account the number of points which we consider appropriate regarding your relevant claim.
- 1.10. Unless otherwise stated, you are solely responsible for any taxes, GST, duties,

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levies, fees or other charges levied or imposed arising from, because of or in connection to with, your participation in Balranald Club Rewards, the accumulation of points or the redemption of rewards.

- 1.11. Unless otherwise stated, any material published by us pertaining to these terms and conditions, including material related to the rate of accrual of points, redemption of points or any rewards, will form part of the terms and conditions of the Balranald Club rewards, which may be varied by us from time to time at our discretion.
- 1.12. If part or all the clause of these terms and conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be served from these terms and conditions and the remaining provisions of these terms and conditions will not continue to have full force and effect.

## 2 MEMBERSHIP

- 2.1. You must maintain a current financial membership of Balranald Club and be over 18 years of age to qualify for the Balranald Club Rewards program.
- 2.2. You may opt out of the reward program at any time by notifying the General Manager in writing. When opting out of the program you will be unable to participate in any of the promotional rewards or benefits offered to Rewards members.
- 2.3. Members are only permitted one membership card at a time and must not allow other persons to use their card. This may result in disciplinary action and possible forfeiture of any reward points.
- 2.4. Your membership card must be used when making purchases to receive any reward points.
- 2.5. The membership card issued to you remains the property of the Club.
- 2.6. It is your responsibility to protect your membership card and to take precautions against its theft, loss, damage or misuse.
- 2.7. You must promptly notify the Club in writing:
  - 2.7.1. of any change of your address; and
  - 2.7.2. if your membership card is lost, stolen, damaged or misused in any way.
- 2.8. You may need to provide the Club with photo identification as required by the Club from time to time to obtain a replacement membership card.
- 2.9. You acknowledge that we do not accept responsibility and do not accept liability for the theft, loss, misuse of or fault in your membership card (including the failure of your membership card to accrue points).

## 3 POINTS AND REWARDS

- 3.1. Your membership provides you with an opportunity to accrue points for the redemption of rewards from the Club. The number of points earned will determine your eligibility to redeem rewards.
- 3.2. The basis on which you can accrue points of redeem rewards (including these terms and conditions) is determined solely by us (in our absolute discretion) and is subject to change from time to time without prior notice to you.
- 3.3. Points can only start to be entered in your player account after:
  - 3.3.1. your application for membership has been accepted by the Board of Directors of the Club (who may reject an application for membership without giving any reason for the rejection); and
  - 3.3.2. your player account has been activated by the issuance of your member card.
- 3.4. You will accrue rewards points because of certain eligible transactions at the rate determined by the Club. The rate of accrual of points are subject to change at the Club's discretion.
- 3.5. It is your responsibility to ensure your membership card is:
  - 3.5.1 inserted into, and accepted by, the membership card terminal (e.g. of a



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- point of sale terminal); and
- 3.5.2 is working and accruing points during your transaction at point of sale terminals.
- 3.5.3 We are not liable for the failure of your membership card to accrue points or any reason whatsoever (including but not limited to membership card terminal error, operator error or misrepresentation, our act or omission (including negligence), or membership card malfunction).
- 3.6 We reserve the right:
  - 3.6.1 to adjust the number of points you have accrued if the points were accrued because of membership card terminal error, operator error or misrepresentation or for any other reason resulting in the points being invalidly accrued; and
  - 3.6.2 to change the rate and way points are accrued (including but not limited to the transactions that we classify as eligible transactions and the rate of point accrual) and set and change the number of points to redeemed for any rewards.
- 3.7 Points will not validly accrue on your membership card while it is being used by another person.
- 3.8 Points are not transferable, non-refundable and cannot be redeemed for cash.
- 3.9 You may only redeem rewards from points validly accrued by you and we may require proof of identification when you request or redeem a reward.
- 3.10 Points earned must be redeemed for rewards by close of business on the 30<sup>th</sup> June of each year (or such other period as we may specify from time to time). Any points not redeemed by that date (or such other period as we may specify from time to time) will be forfeited.
- 3.11 Points used by you to redeem rewards will be deducted from your player account balance when; you submit your request to redeem a reward.
- 3.12 We will not be responsible for replacing points due to a lost, stolen, damaged or faulty membership card.
- 3.13 Rewards are not transferable or refundable or exchangeable for cash.
- 3.14 Rewards are subject to availability and we reserve the right to cancel, withdraw or substitute any rewards at any time in our absolute discretion.
- 3.15 We do not accept liability for:
  - 3.15.1 any lost or stolen rewards or reward vouchers after they have been issued;
  - 3.15.2 any loss or damage arising from our cancellation, withdrawal or substitution of any rewards; or
  - 3.15.3 the unavailability of any rewards that we previously displayed or promoted as being available for the redemption of points.
- 3.16 We make no representation and give no warranty (either expressly or implied) as to the quality, standard, fitness of suitability for purpose of the rewards.

## 4 PRIVACY

- 4.1. The information we collect arising directly or indirectly out of relating to your membership shall become and remain our property.
- 4.2. You consent to us collecting and retaining your personal information (including concerning your membership) for the purposes of:
  - 4.2.1 carrying out the functions and activities that are necessary for us to meet our obligations to you under these terms and conditions;
  - 4.2.2 disclosing your personal information to third parties who are engaged by us to assist in meeting our obligations to under these terms and conditions;
  - 4.2.3 marketing our goods and services to you;
  - 4.2.4 meeting legal requirements or fulfilling any purpose authorised by or under law.



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- 4.3. It is your responsibility to ensure that your personal information held by the Club is accurate, complete and up-to-date. Where reasonable, you will be granted access to your personal information for the purposes of establishing that the information is accurate, complete and up-to-date.

## 5 TERMINATION

- 5.1. You may terminate your membership at any time by giving written notice to the Club or by returning your membership card to the Club, at which time, all points and associated rewards (whether they be points and rewards having accrued or not) will be permanently cancelled.
- 5.2. We may terminate or suspend your membership (in our absolute discretion) if we believe (in our absolute discretion) that the following occurs:
  - 5.2.1. you fail to strictly comply with these terms and conditions;
  - 5.2.2. your Club membership expires, is cancelled or is suspended;
  - 5.2.3. your conduct is deemed to be offensive, dishonest, disruptive, intimidating, unbecoming or prejudicial to our interests;
  - 5.2.4. you interfere with or misuse any equipment or property; or
  - 5.2.5. you die or are bankrupt.
- 5.3. In the event we terminate your membership:
  - 5.3.1. all your points and associated rewards (whether they be points and rewards having accrued or not) will automatically be permanently cancelled (and will not be redeemable) from the time we terminate your membership; and
  - 5.3.2. you must immediately return your membership card to us.
- 5.4. We may suspend or terminate the operation of the Balranald Club Rewards program at any time and without prior notice to you. We give no warranty as to the continuing availability of Balranald Club Rewards.
- 5.5. Due to legislative restrictions on gaming related advertisements, a notice informing members of the suspension or termination of the operation of Balranald Club rewards may only be displayed in certain areas within the Club's premises (Members Notice).

If operation of Balranald Club Rewards is terminated for whatever reason, all points may be cancelled 30 days from the Club issuing a Members Notice and you will not be able to redeem any rewards 30 days after the Club issues a Members Notice.

## 21 GENERAL

Any breach of these Club By-Laws will be dealt with as an offence under Clause 60(c) of the Constitution.

Any member who commits a misdemeanour and is to be cited to appear before the Board of Directors, will on demand by the General Manager or duly appointed staff, surrender his or her membership card until such time as he or she appears before the Board of Directors.

Any question as to the interpretation or application of these Club By-Laws will be submitted in writing to the General Manager, who will forthwith submit same to the Board of Directors.

Where any House Rule is inconsistent with any provision of the Liquor Act, Gaming and Betting (Poker Machine) Act or other relevant legislation, the provisions of those Acts will prevail.

The onus is on every member to make him or herself acquainted at all times with the Club's Constitution and the Club By-Laws. These documents are available upon written request.

No person under the age of eighteen (18) years may be admitted as a member of the Club except in accordance with Clause 25, 26 & 27 of the Constitution.

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Without in any way limiting the meaning of misdemeanour where used in these Club By-Laws members acknowledge misdemeanours include any action word, deed or behaviour of a member which may bring the Club into disrepute or cause the Club to have any recording made against the Club by any disciplinary, policing or regulatory authority.

Patrons congregating may be moved on from any area where they are hindering traffic flow or because of security and occupational, health and safety policies.

Meetings of any description are not to be arranged without the approval of the GM or a delegated officer or the Board of Directors.

No subscription list is to be canvassed, conducted or exhibited in the Club without the permission of the Board of Directors.

Members or visitors are not allowed to bring dogs (other than seeing eye dogs & hearing dogs) or other animals into the Club premises.

No debts shall be incurred in the Club, except by prior arrangements with the GM or a delegated officer.

No audio or visual recordings are to be made within the Club which contravenes copyright or encroaches on the privacy of individuals.

No person shall place a notice inside the Club unless sanctioned by the GM or Board of Directors.

No person shall bring to the club food or drink (including bottled water) from outside sources unless approval has been granted by the Board of Directors or GM.

All containers of drinks consumed on-premises remain the property of the Club and may not be removed from the premises.

## **22 AUSTRALIAN FLAG PROTOCOLS**

The Club only flies the Australian flag at half-mast for ceremonial days/events and upon the death of a current financial member only from the time we are notified until midday on the day of the service.

## **23 THE ODE OF REMEMBRANCE**

The "Ode to the Fallen" will be recited nightly at 6.00pm and shall be a Club responsibility. All services and activities shall cease, and all persons are required to stand, face to the West and refrain from all activities whilst the Ode is being recited.

This will be played over the club in-house television system or if that is not available by another means on that night.

## **IT IS AGAINST THE LAW TO SELL OR SUPPLY ALCOHOL TO, OR TO OBTAIN ALCOHOL ON BEHALF OF, A PERSON UNDER THE AGE OF 18 YEARS**

Any matter connected with the management of the Club not provided in these rules shall be dealt with by the General Manager or Board of Directors, whose decision shall be final and binding on all matters.

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[www.gamblinghelp.nsw.gov.au](http://www.gamblinghelp.nsw.gov.au)