

**Nomads**



**Australia**

Nomads Golf Club Australia Inc.

**CONSTITUTION**

As amended December 2004

# Nomads



# Australia

## The Club Symbol

Our Club badge, a bell crossed by a golf club, is symbolic of the *raison d`etre* of the “NOMADS’: through Golf, the remembrance of others.

It is printed in the renowned extract from the Meditations of John Donne (1573-1631):

‘No man is an island entire of itself; each man is a part of the continent, a piece of the maine...

Any man’s death diminishes me because I am involved in mankind.

And therefore never send to know for whom the bell tolls.

It tolls for thee.’

# **NOMADS GOLF CLUB AUSTRALIA Inc.**

## **CONSTITUTION**

### **1. NAME**

The name of the Club shall be the NOMADS GOLF CLUB AUSTRALIA Inc. (hereinafter referred to as NOMADS).

### **2. HEADQUARTERS**

The headquarters of Nomads shall be at such place as may be decided at a duly constituted meeting of the National Executive hereinafter more properly described.

### **3. NOMADS INSIGNIA**

The insignia shall be a bell at an angle of 45' from right to left with a golf club crossing from left to right at right angles to the bell. The insignia shall be displayed on all Nomads ties, badges or presentations made by Nomads. The insignia is registered and remains the property of the Nomads South Africa Golf Club who have given unconditional permission to Nomads Golf Club Australia Inc. to use the insignia in accordance with the constitution and the rules of play and may only be worn by members in good standing.

### **4. AIMS AND OBJECTS**

The aims and objects of Nomads shall be:

- 4.1 To encourage and promote, foster and support the game of golf and in particular to provide a source of service as may be used for the benefit of golf in Australia.
- 4.2 To generate funds which may be distributed in the furtherance of 4.1 and to such charitable causes as the members of Nomads may deem proper.
- 4.3 To provide an opportunity for Members in all walks of life to meet one another at least once a month in order to make and/or cement new and/or old friendships.
- 4.4 To work in harmony with any recognised Golf Union whosoever and to obtain for all Members of Nomads the advantages and benefits of such a relationship.
- 4.5 To be affiliated to any recognised Golf Union wheresoever.

- 4.6 To do anything that may be expedient, necessary or desirable to further the aims and objects of Nomads or which may be incidental thereto, including the appointment or removal of Honorary or paid officials of Nomads.

**5. MEMBERS CLUBS**

Nomads shall comprise such Member Clubs as may be decided by the National Executive from time to time. To affiliate as a Member Club, such Club would need to have a minimum of 18 members in good standing. Member clubs shall operate under the same principals and guidelines set for and by the National Executive as contained in the Nomads Golf Club Australia Inc. Constitution.

**6. LEGAL STATUS**

Nomads shall be an organisation with its own separate legal persona and accordingly:

- 6.1 Nomads shall have perpetual succession (subject always to the dissolution of Nomads as a whole in terms of clause 29 hereof).
- 6.2 Nomads shall in no way pursue the acquisition of any financial profit or gain or material benefit for any of its Members. Any profit or gain or material benefit made by any individual during the course of his Nomads activities shall immediately be disclosed to his Member Club Committee for appropriation in terms of the aims and objects of the Nomads Golf Club.
- 6.3 No Member of Nomads shall by virtue of his membership have any right or claim of whatsoever nature to any property of Nomads.
- 6.4 Nomads may sue or be sued in any Court of Law, and may be cited in any capacity in any arbitration or other tribunal in its own name and may be represented in any proceedings whether in a Court of Law or in any arbitration or any other tribunal or otherwise, by any person or persons duly authorised by the National Executive.
- 6.4.1 The liability of Members shall be limited to the amount of their Annual subscription. Each Member club shall have and maintain suitable public liability cover and indemnify the Nomads National Executive as well as other Member Clubs from any liability.

**7. MEMBERSHIP**

Membership of Nomads shall be accorded in any of the following categories:

**7.1.1 Honorary Life Membership**

- 7.1.2 Honorary Life Membership of the Club shall be extended only by invitation of the National Executive in recognition of long and meritorious service to Nomads. Any Member Club may propose candidates for this office.

7.1.3 Honorary Life Membership shall be extended only to such Nomads as shall be deemed proper recipients of the highest honour Nomads can bestow, and only for exceptional services to the game of Golf in general, and Nomads in particular.

7.1.4 Honorary Life Members of Nomads shall not be required to meet the participation obligations of Members.

## **7.2 Honorary Life Members**

7.2.1 Will receive all Nomads publications as issued by the National Secretary.

7.2.2 May wear Nomads insignia.

7.2.3 Shall be eligible to participate in any Nomads competition.

7.2.4 Neither entrance fees, nor subscriptions fees are payable by Honorary Life Members.

## **7.3 Honorary Membership**

7.3.1 The Executive of a Member Club may extend Honorary Membership to any person deemed worthy of the honour by virtue of-

7.3.1.1 the high office they hold;

7.3.1.2 services they have rendered to the game of golf

7.3.1.3 services they have rendered to Nomads;

7.3.1.4 services rendered by members of Nomads to Nomads

7.3.2 Honorary Members of Nomads shall not be required to meet the qualifying or participation obligations of Members.

7.3.3 Honorary Membership awarded by reason of the High Office held by the representative shall terminate as and when that office is no longer held.

7.3.4 Any Honorary Member (upon ceasing to be so in terms of 7.3.3 above) may become a Full Member of Nomads without payment of an entrance fee.

## **7.4 Honorary Members**

7.4.1 Will receive all Nomads publications from their Member Clubs.

7.4.2 May wear Nomads insignia.

7.4.3 May enter any Nomads competitions

7.4.4 Elected in terms of 7.3.1 shall be eligible to serve on the Executive Committee of their Member Clubs and may vote at all General or Special Meetings of their Member Clubs.

## **7.5 Membership**

7.5.1 Membership shall be available to approved applicant as per 7.5.2. Members shall be and remain members of a recognised Golf Club affiliated to a Golf Union recognised by the World Amateur Golf Executive or the Professional Golfers-Association and must be handicapped by that Golf Club.

7.5.2 Membership may be awarded at the discretion of the Executive Committee of any Member Club upon application of a proposer and a seconder both being members for at least one year except in the case of new clubs which have existed for less than two years. Any new proposed member of 18 years of age and over, will play as a visitor in the Member Club Monthly meeting as a guest of a committee member, who on completion of the game will endorse the application for membership. On the third visit the proposed member shall be inducted into the club in due form. Members are entitled to enter all meetings and annual competitions.

7.5.3 A Member shall play in a minimum of 4 (FOUR) monthly meetings of his Member Club during the Club's playing year. In the event of a Member failing to meet this obligation and at the discretion of the Executive Committee of the Member Club, he may be offered Associate Membership or his membership may be terminated provided that:

7.5.3.1 The Executive Committee of any Member Club may waive the requirements set out in 7.5.3 in the event of his Member Club being unable to accommodate him in the monthly meeting of his Club.

7.5.3.2 Should a player fail to play in a monthly meeting of his Member Club but plays in the current or following month in a monthly meeting of another Nomad Club, his obligation for that particular month shall be deemed to have been met. Such scores shall not count towards any of his Member Club's annual competitions nor be for handicapping. Any Nomad playing a make-up game shall be able to win as a Nomad of the day, but shall not qualify for that Club's Gold Cup Competition.

7.5.3.3 Unless otherwise agreed to by the Executive Committee of the Member Club, each Member shall be allowed a maximum of two (2) make-up games per annum.

7.5.3.4 Leave of Absence may be granted to any member unable to participate in any monthly meeting of his Member Club at the discretion of the Executive

Committee of the Member Club and if granted the Member shall be deemed to have met his playing obligation as regards that particular meeting or meetings for which leave of absence was granted.

7.5.3.5 notwithstanding the provisions of Clause 7.5.3.2, no player shall be deemed to have met his playing obligation in terms of Clause 7.5.3 unless he has played in a minimum of four (4) monthly meetings during that Club's playing year.

#### **7.5.4 Members**

7.5.4.1 Will receive all Nomad publications of their Member Clubs.

7.5.4.2 May wear Nomad insignia.

7.5.4.3 Are eligible to serve on the Executive Committee of their Member Clubs.

7.5.4.4 May vote at all General or Special meetings of their Member Clubs, provided they are in good standing.

#### **7.6 Member in Good Standing**

At the discretion of the: Executive Committee of the Member Club, a Member shall be deemed-to be in good standing if he has met or is in a position to meet his playing obligations as set out in paragraph 7.5.3 and if his annual subscriptions are paid in accordance with paragraphs 10 and 11 of the Constitution.

#### **7.7 Associate Membership**

Associate Members shall be and remain Members of a recognised Golf Club affiliated to a Golf Union recognised by the World Amateur Golf Executive or the Professional Golfers Association and must be handicapped by that Golf Club.

7.7.1 Associate Membership may be awarded by the Executive Committee of any Member Club upon application by a Member who through unavoidable circumstances will be unable to meet his minimum participation obligations and wishes to avoid the automatic termination of his membership.

7.7.2 An Associate Member may not participate in more than three (3) normal monthly meetings of his Member Club in any playing year; provided that in the event of the field of any Nomad Club not being full he may play in more than three (3) monthly meetings in a playing year. An Associate Member shall not be eligible to participate in any annual competition.

7.7.3 Associate Members may apply for election to Full Membership and in the event of a vacancy in the membership of the club shall be given preference over an application on the waiting list.

#### **7.7.4 Associate Members**

7.7.4.1 will receive all Nomad publications of their Member Clubs.

7.7.4.2 may wear Nomad insignia.

7.7.4.3 are not eligible to serve on the Executive Committee of their Member Clubs.

7.7.4.4 may attend all General or Special Meetings of their Member Clubs but shall have no vote unless the Member Club Executive committee grants permission to do so.

7.7.4.5 An Associate Member shall only be eligible for participation in a National Tournament if his Member Club is unable to fill the allotted number of places made available to that Club and then only at the discretion of the Executive Committee of his Member Club.

7.7.4.6 Pay annual subscriptions

#### **7.8 Non-Playing Membership**

7.8.1 Non-Playing Membership may be awarded by the Executive Committee of a Member Club to any person assisting the Member Club in its functions. This category of membership shall not be granted to any registered playing Club Member of Nomads.

7.8.2 may wear all relevant Nomad insignia.

7.8.2 are not eligible to serve on the Executive Committee of their Member Club unless invited to do so by the Club Captain.

7.8.4 may attend all General or Special Meetings of their Member Club but shall have no vote.

7.8.5 pay annual subscriptions.

#### **7.9 Non-Active Membership**

Non-Active Membership may at the discretion of the Executive Committee of a Member Club be awarded to any Nomad who due to age, ill health, infirmity or otherwise is no longer able to play golf and who may no longer be a member of a recognised Golf Club affiliated to a Golf Union recognised by the World Amateur Golf Executive or the Professional Golfers Association.

### **7.9.1 Non-Active Members**

7.9.1.1 may receive all Nomad publications of their Member Clubs.

7.9.1.2 may wear all relevant Nomad insignia.

7.9.1.3 are not eligible to serve on the Executive Committee of their Member Club.

7.9.1.4 may not play in any Nomad competition.

7.9.1.5 may attend and vote at all General or Special Meetings of their Member Club.

7.9.1.6 shall pay such subscriptions as laid down by the Executive Committee of their Member Club in its discretion but shall not exceed the subscription payable by a full Member.

7.9.1.7 shall be eligible for non-playing participation at a National Tournament.

### **7.10 Suspensive Membership**

The Executive Committee of a Member Club may at its discretion transfer to Suspensive Membership any of its Members who will be absent from the Member Club for an extended period of a year or more, or will reside for the same period in an area in which there is no Member Club of Nomads, but wish to retain their association with Nomads. A Suspensive Member shall be liable for the annual subscription of his Member Club and may enter any Nomad competition during temporary visits to an area served by a Nomad Club. At the discretion of the National Executive, and upon payment of the relevant fee, he may attend a National Tournament. On his return to permanent residence in his relevant area, he shall be automatically reinstated as a Member with the applicable rights and obligations.

### **7.11 Reciprocal Membership**

Membership of any one Member Club automatically implies membership of all other Member Clubs. A Member may only vote at the Club to which he is attached. Membership is confined to two Member Clubs.

### **7.12 Sponsor Membership**

At the discretion of the Member Club Executive Committee, Sponsor Membership may be accorded to representatives of sponsors of a club.

### **7.13 Sponsor Members**

7.13.1 will receive all Nomad publications of their Member Clubs.

7.13.2 may wear Nomad insignia.

- 7.13.3 are not eligible to serve on/ the Executive Committee of their Member Clubs.
- 7.13.4 may attend all General Special Meetings of their Member/Clubs but shall have no vote.
- 7.13.5 shall be eligible for participation in a National Tournament at the discretion of his Member Club or of that of the National Executive.
- 7.13.6 shall pay the playing fee levied by his club for each and every time he participates in/a monthly meeting.
- 7.13.7 shall meet the minimum playing commitment as set out in paragraph 7.5.3 above, should he wish to participate in any of the annual competitions.
- 7.13.8 shall, save for the foregoing, be subject to the provisions of the Constitution with the exception of paragraph 7.5.3 as read with paragraph 7.13.1.7.
- 7.13.9 shall cease to be a Sponsor Member when such sponsorship lapses.

#### **7.14. Transferee Membership**

- 7.14.1 A Member of Nomads who wishes to transfer to another Club, shall be granted an automatic transfer to such Club in the same membership category as held by him in his former Club, provided:
  - 7.14.1.1 He is, and has been in good standing in terms of paragraph 7.3.5 at his Club for a period of two (2) years prior to his application for transfer.
  - 7.14.1.2 His former Club has within thirty (30) days of the date of his application for transfer remitted the following to the transferee Club:
    - 7.14.1.3 His original application form to become a Nomad;
    - 7.14.1.4 His transfer application form;
    - 7.14.1.5 His playing record.
  - 7.14.2 A Member of Nomads wishing to transfer to another Club shall apply to such Club within six (6) months of his leaving his former Club. His failure to do so will cause his membership of Nomads to lapse.
  - 7.14.3 Where the Member seeking transfer does not meet the requirements of paragraph 7.14.1.1 and provided paragraph 7.14.1.2 has been complied with, the Executive Committee of the transferee Club shall have the discretion to either grant him an automatic transfer or to accord Transferee Membership to him.

- 7.14.4 A Transferee Member may not participate in more than to (2) normal monthly meetings of his Member Club in any playing year.
- 7.14.5 Where a Member is accorded Transferee Membership, he shall remain a Member in such category until two (2) years after the date of his originally becoming a Member of Nomads, whereupon he shall automatically revert to the category of Member held by him at his former Club, provided he has maintained a playing commitment of two (2) games per year during the period of Transferee Membership or until such time as he has fulfilled his financial obligation to his first Member Club.
- 7.14.6 The Transferee, irrespective of the category of membership accorded to him, shall within twelve (12) months of the date of his application for transfer, become and remain a Member of a recognised Golf Club within the area of his new Nomads Club, such Golf Club to be affiliated to a Golf Union recognised by the World Amateur Golf Executive or the Professional Golfer's Association. The Transferee shall further be handicapped by that Golf Club.
- 7.14.7 Should a Transferee Member not have maintained a playing commitment as required by paragraph 7.14.4 or should a transferee (irrespective of his category of membership) not have complied with paragraph 7.14.5 then he shall be deemed to be a Member not in good standing.

## **8. FOUNDER, LONG STANDING MEMBERS AND BADGES FOR MEMBERS OF NATIONAL EXECUTIVE**

- 8.1 A Founder Member of a Club shall be a Member who joins a Member Club at its inception or within a stated period thereafter. Each Member Club shall recognize the Founder Members in their Club, who shall be entitled to a special Nomads badge
- 8.2 Each Member Club shall recognize membership of Nomads in multiples of five years and Members who so qualify by length of service and good standing, shall be entitled to wear a special tie or insignia representing their period as a Member as authorised by the National Executive.
- 8.3 Each Member Club shall recognize a special tie and/or blazer pocket badge for any special trips conducted overseas if authorised by the National Executive.
- 8.4 The National Executive shall from time to time decide on what lapel badges may be worn by its Members and what blazer and blazer pocket badges may be worn by the National President and Past National Presidents respectively.

**9. NOMADS INSIGNIA TO BE AWARDED TO MEMBERS**

Each Member of Nomads shall be provided with a Nomads Name Badge, the cost of which shall be borne *by* the Member Club. In the event of this being lost a replacement may be issued and the cost there-of borne by the Member. In either event the Name Badge shall remain the property of the Club at all times. In addition all Members of Nomads shall be entitled to wear such ties and blazer pocket badges as shall be decided by the National Executive.

**10. ENTRANCE FEE AND SUBSCRIPTIONS**

10.1 The National Executive shall decide upon the following:

10.1.1 Entrance fee payable by Members.

10.1.2 The annual subscription payable by Members.

10.1.3 the date upon which such Entrance Fee and subscription shall become due and payable, provided that subscriptions may be payable in such installments as may be decided upon by each individual Member Club.

10.2 If a prospective Member applies for membership of a Member Club in the second half of the financial year the Member Club concerned shall be entitled to reduce the annual subscription payable by such prospective Members to 50% of that determined by the Member Club.

10.3 Payment of his annual subscription shall be irrefutable acknowledgement on the part of any existing or prospective Member that he is bound by the Constitution, Rules and Regulations of Nomads.

10.4 The Member Club shall be empowered at its discretion in what it considers exceptional circumstances to waive partly or entirely the annual subscription of any Member for such period and on such conditions as it may determine.

**11. RESIGNATIONS AND DEFAULT OF MEMBERS**

11.1 Any Member wishing to resign his membership shall do so in writing addressed to the Secretary of the Member Club. Such resignation shall be effective from the date of sending the letter. No Member resigning shall be entitled to any refund of entrance fee or subscription paid in advance. Upon acceptance of his resignation the Member's name badge is to be returned to his Club.

11.2 A Member more than two months in arrears with his subscription shall be sent a registered letter to the address registered with the Treasurer drawing attention to

this fact. If after a lapse of two weeks such subscription remains unpaid, the Member shall be suspended by his Club's Executive Committee.

11.3 A Club Executive Committee may reinstate a defaulter on satisfactory grounds being shown for the default and on payment of all arrears or such amount as his Club's Executive Committee considers may meet the case.

11.4 Should any defaulting Member neglect or omit to pay the arrears specified in the notice and/or apply for reinstatement within a period of one month after his suspension, such Member shall cease to be a Member of the Club and that fact shall be circulated to all Member Clubs.

## **12. THE FINANCIAL YEAR**

The Financial Year of Nomads shall end on a date specified or agreed by the Member Club Executive in accordance with any legal or statutory requirements.

## **13. MANAGEMENT OF THE CLUB**

Nomads shall be administered as set out hereafter and the responsibility of such administration shall rest in the following:

### **13.1 NATIONAL COUNCIL**

The National Council is composed of the National President, the Immediate Past National President, Senior Vice-President, Junior Vice-President, National Secretary, National Treasurer, National PRO, Honorary Life Members, Captains, Vice-Captains, Junior Vice-Captains of all member clubs, plus two (2) club members.

### **13.2 Function of National Council**

The function of the National Council shall be to deal with matters pertaining to Nomads on an annual basis.

### **13.3 National Council Meeting**

The National Council shall meet once annually immediately before or during the National Tournament each year. The National Secretary shall prepare an agenda, which shall be circulated to all members of the National Council at least 30 days before the date of the said meeting.

### **13.4 Minutes**

Minutes of all National Council meetings shall be recorded and circulated to the members of the Council as soon as possible after the holding of the meeting and shall be confirmed at the next National Council meeting.

### **13.5 Accounts**

The National Treasurer shall keep true and proper account of all income and expenditure under his control. He shall present a balance sheet and income and

expenditure statement in accordance with the incorporation statutory requirements regulating such organizations, to the National Council meeting.

### **13.6 Alterations to the Constitution**

13.6.1 Alterations to the Constitution may be proposed by Member Clubs or the National Executive only and shall be proposed, seconded and ratified only at a National Council Meeting. No alteration shall be made unless it receives the approval of not less than two-thirds of those eligible to vote.

13.6.2 Notice of any proposed amendment or addition to the Constitution shall be made in writing to be in the hands of the National Secretary not less than 60 days before the date of any National Council meeting. The National Secretary shall in not less than 30 days before such meeting advise Member Clubs and other Members of the National Executive in writing of any proposed alterations to the Constitution.

## **14. NATIONAL MANAGEMENT MEETING**

The National Council is composed of the National President, the Immediate Past National President, Senior Vice-President, Junior Vice-President, National Secretary, National Treasurer, National PRO, Captains and Vice-Captains of all member clubs.

### **14.1 Function of National Management Meeting**

The function of the National Management Meeting shall be to deal with matters pertaining to Nomads on a bi-annual basis at times between National Council Meetings.

### **14.2 National Management Meeting**

The National Council shall meet twice annually at the discretion of the National Executive. The National Secretary shall prepare an agenda, which shall be circulated to all members of the National Management Meeting at least 30 days before the date of the said meeting.

### **14.3 Minutes**

Minutes of all National Management meetings shall be recorded and circulated to the members of the Management meeting as soon as possible after the holding of the meeting and shall be confirmed at the next National Management or National Council meeting.

## **15. NATIONAL EXECUTIVE**

15.1 The Chairman of the National Executive shall be the National President. The Committee shall comprise the following elected positions: The National President, Immediate Past National President, Senior Vice-President and Junior Vice-President. The following appointed positions on the National Executive are the

National Secretary, National Treasurer and National PRO and any other appointed positions as may be needed to efficiently administer Nomads.

**15.2 Function**

This National Executive shall deal with all matters, which may be referred to it from time to time which effect the management and day-to-day running of the National body of Nomads Golf Club Australia Inc. The National Executive shall meet bi-annually for the National Management Meeting and annually at the National Council meeting and at any other time deemed so by the National President.

**15.3 Term of Office**

The elected members of the National Executive will serve a term of one year in office. This term would start at the conclusion of the National Council meeting held each year and end at the following National Council meeting. As Nomads success depends on succession, the out-going National Junior Vice-President takes over the position of the out-going National Senior Vice-President who in turn takes up the roll of National President who in turn takes on the Immediate Past National President's portfolio. The out-going Immediate Past National President now leaves the National Executive.

**15.4 Elected Office Bearers**

The Junior Vice President shall be elected at the annual meeting of the National Council and will hold office for 12 months upon which time would automatically become National Senior Vice-President and follow succession through to Past National President.

15.5 In the event of two or more candidates being nominated for the office of National Junior Vice-President, an election shall take place by ballot at the National Council meeting. The candidates receiving the least votes are eliminated until a winner results.

15.6 Candidates for office of National Junior Vice President, shall be nominated in writing by their Member Club, which nomination shall be in the hands of the National Secretary not less than 60 days before the date of the National Council meeting. Immediately after the date of the closing of the nominations and not less than 30 days before the date of the said meeting, the National Secretary shall advise Member Clubs in writing of the candidates so nominated.

**15.7 Appointed Office Bearers**

The National Secretary, National Treasurer and National PRO shall be appointed to their offices by invitation of the incoming National President, provided that those members so elected shall be and remain a member of a Nomads member Club in Australia. These appointed members to the National Executive, shall hold office for a period of twelve months or more. Member clubs can nominate prospective candidates for these positions to the incoming National President. The

members of the National Executive will ratify the appointment of these prospective candidates.

**15.8 Notice of Meeting**

The National Secretary shall forward notice of all meetings of the National Executive together with an agenda to all members of the National Executive at least 30 days prior to the date of the meeting.

**15.9 Special General Meeting**

Upon the request of the National President, the National Secretary shall call a Special General Meeting of the National Executive if the situation warrants such action. Such Special General meeting shall be held on 14 days notice to the members of the National Executive at such place as shall be determined by the National President. The notice calling a Special General Meeting shall state the explicit objective for which the meeting is being called and no other business may be transacted at that meeting.

**15.10 Minutes**

Minutes of all meetings of the National Executive shall be recorded and circulated to the members of the National Executive and shall be confirmed at the next meeting of the National Executive.

**15.11 Quorum**

A quorum for the National Executive shall be 5 members which shall include two of either the National President, National Senior Vice-President or National Junior Vice President. If within half an hour from the time appointed for any meeting a quorum is not present, the meeting shall stand adjourned to the following day at the same time and place and if at that adjourned meeting a quorum is not present which in half an hour from the time appointed for the meeting those present and entitled to vote, shall be a quorum.

**15.12 Funds**

All funds received by the National Executive shall be deposited in a registered Commercial Bank in Australia in the name of the Nomads Golf Club-Australia Inc. Two of four signatories appointed by the National Executive, one of whom shall be the National Treasurer, shall be able to sign cheques on behalf of the Nomads Golf Club – Australia Inc.

**15.13 Alteration to Rules of Play**

Alterations to the Rules of Play may be proposed by either Member Clubs or the National Executive and decisions thereon to be ratified and voted on at either a National Council or National Management Meeting. Notice of any proposed amendment or addition to the Rules of Play shall be made in writing to be in the hands of the National Secretary not less than 60 days before the date of any

National Executive meeting. The National Secretary shall advise member clubs of the outcome of such proposal after the meeting.

**15.14 Voting**

Voting shall be on a show of hands or by ballot. The National President shall have a second or casting vote.

**16. CO-OPTION OF MEMBERS**

The National Executive shall be empowered to co-opt additional delegates to deal with specific functions of Nomads but such co-opted Members shall have no voting rights.

**17. DECISION OF NATIONAL COUNCIL AND NATIONAL EXECUTIVE**

All decisions made and taken by the National Council and National Executive shall be final and binding on all Member Clubs and on all Members of Nomads.

**18. INABILITY OF NATIONAL PRESIDENT OR NATIONAL VICE-PRESIDENT TO ACT**

18.1 In the event of the National President being temporarily unable to act as such for a period not to exceed 90 consecutive days the National Senior Vice-President shall assume the duties of the National President in his stead during such temporary period.

18.2 In the event of the National President being permanently unable to act as such or being temporarily unable to act as such for a period exceeding 90 consecutive days or for a total period of 120 days or more in any period of 180 days in which latter event he will be deemed to be permanently unable to act as such, the National Senior Vice-President shall automatically become the National President for the unexpired portion of the former National President's period of office and shall at the expiry of that period of office automatically remain National President for the following year of office.

18.3 In the event of the circumstances arising as embodied in Clause 22.1.2 above, the National Junior Vice-President shall act as acting National Senior Vice-President for the unexpired portion of the former National Senior Vice-Presidents period of office. Such acting National Senior Vice-President shall automatically remain in the office of National Senior Vice-President for the following year of office.

**19. MEMBER CLUB EXECUTIVE COMMITTEE**

**19.1 Function of Member Club Executive Committee**

Each Member Club Executive Committee shall deal with matters affecting the affairs of such Members Club and such matters as it considers should be referred to the National Executive for attention. All decisions taken will be by a majority vote of the members of the Club Executive Committee. In the event of a split vote, the Captain shall have a second or casting vote and such decisions shall be binding upon all Members of the Member Club.

**19.2 Member Club Executive Committee**

The Executive Committee of a Member Club shall comprise the following:

The Club Captain

The Vice-Captain

The Junior Vice-Captain

The Secretary

The Treasurer,

and such other functional officers as may be considered desirable.

**19.3 Term of Office**

The Club Captain shall assume office at the conclusion of the annual Gold Cup Meeting and shall remain in office until the following annual Gold Cup Meeting at which his Vice-Captain shall succeed him. The term of office of elected members of Club Committees will be 1(one) Nomads playing calendar year.

Appointed members of the Club Executive, may serve terms longer than one year on the Club committee.

**19.4 Election of Office Bearer**

At the Annual General Meeting of each Member Club, each Member Club shall elect a Junior-Vice Captain to succeed the out-going Junior Vice-Captain. The Secretary, Treasurer and other functional officers shall be appointed to their offices at the invitation of the Club Captain. In the event of more nominations than required for Junior Vice-Captain being received, elections shall be by elimination of the candidates receiving the least votes.

19.5 In the interests of effective management and continuity, 'en bloc' changes should not be made.

19.6 Candidates for election to the aforesaid offices shall be nominated and seconded in writing, by Club Members in good standing, which nomination and the acceptance by the nominee shall be in the hands of the Club Secretary not less than 30 days before the date of the Annual General Meeting.

19.7 Immediately after the date of the closing of the nominations and not less than 14 days before the date of the said Meeting, the Club Secretary shall advise Members in writing of the candidate(s) so nominated.

**20. Annual General Meeting**

Every Member Club shall hold an Annual General Meeting of members as soon as possible after the end of the Nomads playing year at the annual Gold Cup day. A notice of the day, hour and business of the Annual General Meeting shall be posted to all Members at least 21 days prior to the date of the meeting. The procedure to be adopted at such Annual General Meeting shall be as follows:

- 20.1 To read the notice convening the meeting
  - 20.2 To confirm the Minutes of the previous Annual General Meeting and of any Special General Meeting.
  - 20.3 To receive and consider the Captain's Annual Report on the affairs of the Club together with the duly audited balance sheet and statement of accounts for the year.
  - 20.4 To elect a Junior Vice-Captain.
  - 20.5 To appoint an Auditor
  - 20.6 To deal with any other business concerning the affairs of the Club
- 21. Quorum at Annual General Meeting**  
25 Members present and entitled to vote shall constitute a quorum. Should there be no quorum within 30 minutes of the advertised time for the meeting, the meeting shall stand adjourned for one week when it shall be held at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour from the appointed meeting those present and entitled to vote shall be a quorum.
- 22. Special General Meeting**
- 22.1 The Secretary shall at the request of the Captain of a member Club or upon receipt of a request signed by at least 25 Members in good standing, call a Special General Meeting specifying the reason for which the meeting is desired.
  - 22.2 The notice calling a Special General Meeting shall state the objective of the meeting. No other business may be transacted at that meeting. The secretary shall give at least 14 days notice to all the members of the Member Club of the time and place fixed by the Club Executive Committee of the Member Club of such meeting.
  - 22.3 A quorum for a Special General Meeting of a Member Club shall, subject to the provisions of Clause 22, being 20% of the Members or 25 in number present and entitled to vote whichever is the larger. If within half an hour from the time appointed for any meeting as above, a quorum is not present, the meeting shall be subject to the provisions of Clause 22, above, be abandoned.

**23. Minutes**

Minutes of all meetings of the Executive Committee of Member Clubs, Annual General Meetings of member Clubs and Special General Meetings, shall be recorded and shall be confirmed at the next meeting. Copies of all minutes are required by the National Secretary shall be forwarded to him.

**24. Accounts**

The Treasurer of each Member Club shall keep a true and proper account of all the income and expenditure of his Member Club. He shall present a balance sheet and income and expenditure account duly ratified at the Member Club Annual General Meeting and upon it being confirmed at such meeting shall forward a copy thereof to the National Treasurer in time for presentation at the first meeting in each year of the National Executive. Copies of such accounts shall be made available to all Members of the Member Club. Funds received by the Member Club shall be banked in the name of that Member Club and shall be operated upon by two signatories out of four appointed by the Executive Committee of the Member Club.

**25. Voting**

Each Member present in good standing and entitled to vote shall be entitled to one vote at both the Annual General Meeting and the Special Meetings. In the event of a split vote, the Captain shall have a second or casting vote.

**26. Inability for Captain or Vice-Captain to act**

26.1 In the event of the Captain of a Member Club being temporarily unable to act as such for a period not to exceed 90 consecutive days the Vice-Captain shall assume the duties of Captain in his stead during such temporary period.

26.2 In the event of the Captain of a Member Club being permanently unable to act as such or being temporarily unable to act as such for a period exceeding 90 consecutive days or for a total period of 120 days or more in any period of 180 days in which latter event he will be deemed to be permanently unable to act as such, the Vice-Captain or such Member Club shall automatically become the Captain of that Member Club for the unexpired portion of the former Captain's period of office and shall at the expiry of that period of office automatically remain Captain of such Member Club for the following year of office Captaincy.

26.3 In the event of the circumstances arising as embodied in Clause 22.1.2 above, the Junior Vice-Captain shall act as Acting Vice-Captain for the unexpired portion of the former Vice-Captain's period of office. Such acting Vice-Captain shall be automatically remain in the office of Vice-Captain for the following year of office of Vice-Captaincy

## **27. CAPITATION FEES**

- 27.1 Each Member Club shall pay to the National Executive such fee in respect of each of its Members (excluding Non-Playing Members) registered as at 1<sup>st</sup> January annually as may be decided by the National Executive from time to time. Payment of these fees shall reach the National Treasurer annually by not later than 31<sup>st</sup> January. If any Member Club has not paid its annual Capitation Fees, its delegates to the National Management or National Executive Meeting shall be disqualified from voting at such Meeting and the defaulting Club's Members shall not be allowed to participate in the National Tournament.
- 27.2 Should any Club have paid a Capitation Fee in respect of any Member whose membership was subsequently terminated for non-payment of subscriptions, the National Treasurer shall refund the fees paid. Claims, in writing, for any such refund should reach the National Treasurer on or before 21<sup>st</sup> December each year.

## **28. CLUB MEETINGS**

- 28.1 Each Member Club shall hold a golf competition at least 12 times each year to be played monthly if possible.
- 28.2 Each Member Club shall conclude all its annual competitions on or before its Annual Gold Cup Meeting which shall be held during the month of December.
- 28.3 Each Member Club may from time to time arrange Special Meetings to foster goodwill amongst golfers or for any charitable purpose.
- 28.4 At any Club Meeting of a Member Club no Member participating shall play off a handicap higher than his Club Handicap.
- 28.5 Each handicapper of a Member Club shall, subject to the terms of 28.4 above be entitled to exercise his discretion in allocating a handicap to a participant in any Nomads meeting.

## **25. ANNUAL COMPETITIONS**

Each Member Club shall conduct, in addition to any other competitions, the following annual competitions and shall follow the rules as laid down from time to time by the National Executive, National Management or National Council meetings. Such competitions shall terminate when the Annual Gold Cup competition is held, namely;

- 25.1 The Nomads Knock-Out Competition.  
25.2 The Best Six Competition  
25.3 The Annual Eclectic Competition  
25.4 The Evens Trophy  
25.5 The Gold Cup Competition

- 25.6 The Odds Trophy
- 25.7 Player of the Year

## **26. DISCIPLINE**

- 26.1 Should any Member, in the opinion of the National Executive, National Management Committee or his Member Club Executive Committee, commit any willful breach of the Constitution, Rules, Regulations or Bye-Laws of Nomads, or be guilty of improper, dishonest unsportsmanlike or unseemly conduct or of conduct which is prejudicial to the interests of Nomads, whether within the bounds of Nomads or outside then such Committee shall have the power.
  - 26.1.1 To expel such Member; or
  - 26.1.2 To deprive such Member of all or any rights and advantages of their membership during such time or period as such Committee in its absolute discretion may deem fit and advisable; or
  - 26.1.3 To call upon such Member in writing through the Secretary to resign and if he fails to resign within 7 (SEVEN) days of the date of such request to expel such Member; or
  - 26.1.4 To reprimand such Member.
- 26.2 Notwithstanding anything hereinbefore contained, no Member shall be expelled unless and until such Committee shall have given him an opportunity to appear before it at such time and place as it in its discretion may deem fit, to explain such conduct. At any such hearing such Committee shall determine the procedure to be adopted, but such committee shall have the power to summon any Member and any such Member shall have the power to cross examine any such witness, and shall have the power to tender the evidence of any Member or any other person he may deem fit, and in addition the following shall apply:
  - 26.2.1 For the purpose of considering the expulsion of a Member, a quorum of two thirds of such Committee shall be present. At least three quarters of the votes of those present at such meeting must be in favor of the decision.
  - 26.2.2 It shall not be incumbent upon such Committee to state its reasons for such expulsion, and no Member shall have cause for action for alleged wrongful expulsion.

26.2.3 It shall be obligatory on the Member Club to notify all the other Member Clubs of any membership which they have been compelled to terminate or of the resignation of a Member in circumstances set out above.

26.3 Any Member expelled as result of a decision of his Member Club shall be entitled to appeal against such decision to the National Executive. The appeal by the expelled Member shall be lodged in writing with the National Secretary within 14 days of the decision of his Member Club and shall state such expelled Member's grounds of appeal and a copy thereof shall simultaneously be delivered to the Secretary of his Member Club, In such event the Secretary of such Member Club shall, within 30 days of the noting of such appeal, transmit a copy of the proceedings to the meeting at which the decision to expel such Member was taken together with a resume of the evidence led and the findings of the Member Club and its reasons therefore, duly certified by the Captain of the Member Club as being a correct record of the proceedings to the National Secretary. The National Secretary shall circularize copies thereof to the Members of the National Executive to be received by them no later than 30 days before the next annual meeting of the National Executive. The National Executive shall adjudicate upon such appeal who shall not be obliged to hear additional evidence but who shall receive argument from such expelled Member who shall be entitled to a right of reply. Having heard such argument the National Executive shall allow or disallow such appeal on a majority on a majority vote but the Member Club of which the expelled Member's membership shall be suspended and all his rights and obligations shall be suspended until the decision of the National Executive shall be made known. The decision of the National Executive shall be final and binding.

## **27. NATIONAL TOURNAMENT**

27.1 Nomads shall hold a National Tournament at a Centre to be decided at the discretion of the National Executive. The Executive Committee of the host Club at which such tournament is played shall nominate a National Co-ordinator and venue subject to the approval of the National Executive. Each Member Club shall nominate a Club Co-ordinator who shall attend to the local co-ordination of its Members and arrange for their attendance at the National Tournament in collaboration with the National Co-ordinator. The National Executive or National Management Committee shall decide the entrance fee payable and the manner in which such Tournament shall be conducted and played.

27.2 During the National Tournament such competitions shall be held as shall be decided by the National Executive from time to time. The National Executive shall decide on what trophies shall be awarded to the participants of such competitions.

27.3 Non-Playing category of Members shall be recognised at National Tournaments. Such Members shall not be entitled to play in the Tournament but shall be entitled to participate in all official Tournament functions including the right to receive all

regalia to which playing Members are entitled. Non-Playing Members shall be obliged to pay the Tournament entry fee. The number of Non-Playing Members, if any, shall be determined by the National Co-ordinator for the Tournament concerned. Who shall allocate the number of vacancies per Member Club in accordance with such formula laid down by the National Management Committee from time to time. Selection at Club level of Non-Playing Members shall be at the discretion of Club Co-ordinators according to such formula as laid down by the Member Club Executive Committee concerned from time to time.

## **28. INTERPRETATION OF CONSTITUTION AND RULES**

In case of doubt as to the meaning of any of the Rules of Nomads the interpretation of the National Executive shall be binding upon all Members. Any decision of the National Executive in terms of this rule shall not affect the validity of anything done in conformity with a decision of the National Executive prior to such decision being reversed or altered.

## **29. WINDING-UP**

- 29.1 Nomads may be wound-up and the property or assets disposed of by a resolution passed at a meeting of the National Executive specially called for that purpose by a three-fourths majority of those Members present and eligible to vote.
- 29.2 The net proceeds of such winding-up shall be awarded to a charity to be nominated by a majority of the National Executive provided that nothing herein contained shall prevent a Member Club from distributing such funds as may have been allocated to particular charities prior to the decision to affect a winding up, and such Member Club shall notwithstanding the fact that such distribution takes place after the decision to wind up nevertheless be empowered to effect such payments.
- 29.3 No such resolution to wind-up shall be passed unless notice of the proposal has been given to the National Executive and all Member Clubs for a minimum period of 3 calendar months prior to the date of the meeting.

## **30. NOMADS CHARITY GOLF DAY**

- 30.1 Each Member Club, in existence at 1<sup>st</sup> February in any year, shall hold an annual tournament, which will be known as the Nomads Charity Golf Day, or any other name deemed appropriate by the Member Club Executive Committee.
- 30.2 Such tournament shall be the responsibility of the Vice-Captain of the Member Club.

- 30.3 The net proceeds raised by each Member Club as a result of such tournament shall be donated by such Club to a charity or charities selected by the Vice-Captain of the Member Club and duly ratified by the Member Club Executive Committee.
- 30.4 Each Member Club shall be entitled to canvass for donations by seeking sponsorship of golf tees and golf greens on the day of the tournament, by running ancillary competitions otherwise in a manner not disallowed by the National Executive.
- 30.5 The Vice-Captain of each Member Club shall be responsible for the conduct of the tournament and the raising of funds and he shall be entitled to form a sub-committee for that purpose. All decisions taken will be by a majority vote of the members of such sub-committee but in the event of an equality of votes, the Vice-Captain shall have a second or casting vote and such decisions shall be binding upon all Members.
- 30.6 The Vice-Captain of each Member Club shall as soon as possible after the conclusion of the tournament submit an income and expenditure statement certified by him as being correct, to the Member Club Executive Committee. Such statement shall in any event be forwarded to the National Executive to be received by it by not later than 60 Days following after such tournament.

### **31. RULES OF PLAY, REGULATIONS AND BYLAWS**

- 31.1 The National Executive, National Management or National Council Meeting shall be entitled to issue and amend Rules of Play, governing the method of conducting various golf tournaments from time to time and the Regulations and Bye- Laws governing the affairs of Nomads, in terms not inconsistent with this Constitution.
- 31.2 Member Clubs shall be entitled to issue and amend Regulations and Bye-Laws governing the affairs of such Member Clubs in terms not inconsistent with this Constitution and ratified by the National Executive.

### **32. PREVIOUS CONSTITUTIONS**

Any acts performed or decisions taken in terms of any previous Constitutions of Nomads shall not be valid or binding. Any acts or decisions made by any Member or Committee under the jurisdiction of the Nomads Golf Club Australia Inc. must be in accordance with the latest ratified constitution at the Annual General meeting or a special meeting called for such purpose.

### **33 CASUS OMISSUS**

In the event of any "Casus Omissus" in the Constitution the National Executive shall decide as it considers best and proper.

### **34 DATE OF COMING INTO FORCE**

This Constitution shall come into force on the date set out at the foot hereof and upon the signing hereof by the National President.

BY ORDER OF THE NATIONAL EXECUTIVE OF NOMADS  
DATE OF COMING INTO FORCE