DEVONPORT
COUNTRY CLUB

BY-LAWS
OF
THE DEVONPORT COUNTRY CLUB LTD

Australian Company Number (ACN) 009 477 301
Australian Business Number (ABN) 35 009 477 301

A company limited by guarantee

Vers May 2026

1 THESE BY-LAWS are made pursuant to paragraph 57 of the Constitution.

2. INTERPRETATION

Word and phrases in these By-laws shall have the same meaning as defined in the Constitution unless these By-laws by definition change the meaning of those words and phrases or add additional definitions.

3. VARIATION OF BY-LAWS

These By-laws can be repealed and replaced (in whole or in part) or varied at any time and from time to time by a resolution of the Board pursuant to the powers contained in the Constitution. The resolution may be passed by simple majority of the Directors then present.

4. RELATIONSHIP TO CONSTITUTION

These By-laws are made pursuant to the provisions of the Constitution, however, they do not form part of the Constitution. The By-laws are binding on all members to the same extent as are the provisions of the Constitution binding on all members.

5. INCONSISTENCIES

Where the provisions of these By-laws are found to be inconsistent with the provisions of the Constitution or the provisions of the Act then, to the extent of the inconsistency only, the provisions of the Constitution or Act shall prevail.

6. BREACHES

Where any member is in breach of any of the provisions of these By-laws then, subject to a contrary decision by the Board, the breach shall be dealt with in accordance with the disciplinary provisions appearing later in these By-laws.

7. EFFECTS OF AMENDMENTS

Once the Board passes a resolution by simple majority which either expands, repeals, makes new, amends or otherwise varies ("By-law Amendments") all or any one or more of the By-laws then the By-law Amendments shall be binding on all members of the Corporation.

8. CLASSES OF MEMBERSHIP

8.1. Each category of membership referred to in the Constitution shall be divided into the following classes:

Ordinary member's classes	Special member's classes
Golf Member	Country club social member
Life member	
Golf – Full Member	Golf – interstate member
Golf – Full Member - PAYG	Golf – Special Member
Golf – Full Member - 65 years +/ 20 years (65 years of age or older and full member for at least 20 years)	Golf – Junior member under 18 years
Golf – Full Member – 65 years +/ 20 years /- PAYG	
Golf – Full member - 65 years +	
Golf – Full member – 65 years + / - PAYG	
Golf – Full member - Couples	
Golf – Full member – Couples / PAYG	
Golf – Country member	
Golf – aged 26-30 years	
Golf – aged 23-25 years	
Golf – aged 19 – 22 years	
Golf - Full-time Student/Apprentice <25 yrs old	
Golf – Lifestyle member V1 (no comp)	
Golf – Lifestyle member V2 (w comp)	
Bowls - Full member	Bowls – Indoor Centre
Bowls – Lifestyle member	Bowls – Junior member
	Bowls – Special Member
Croquet - Full member	Croquet – Special Member
	Croquet – Junior member
Corporate member – refer clause 8.4	
Platinum 5-year membership (ref Cl 8.5 & Sched A (xi) & (xii)	

8.2 Until varied by the Board, the rights attaching to each class of membership shall be as set out in Schedule A in these Bylaws.

8.3 The Board may modify the classification for membership, and the rights and entitlements attached to each class, from time to time, and must cause the members to be notified of such changes.

8.4 Corporate Membership – a business that is a commercial client or sponsor of the club will be eligible to nominate individuals as a Corporate Member. The rights & privileges of the corporate membership will be the same as the category chosen.

8.5 Platinum 5 - year membership (prepaid) – Any member, including corporate members / sponsors will be eligible to apply for this category. The Board will publish the conditions and benefits as appropriate. The Board may set limits on the number of subscribers to this category. The Board is required to retain cash reserves within the club cashflows for all prepaid membership balances. Early termination subject to application to Board for unforeseen circumstances. Refer Schedule A/ Cl (xi).

8.6 Subscription Fees

a) The Board shall at the commencement of each membership year set the subscription that is applicable to each class of membership for that year.

b) Subject to this clause, the standard membership year for a member

i) commences on the day they become a member.

ii) The standard membership year for non-Bowls members who joined prior to November 2023 will be the 1st of July.

iii) The standard membership year for Bowls members will commence on the 1st day of October.

c) Despite any of the provisions of these By-Laws, the subscription payable by a member shall be the subscription applicable at the date of that member's membership commencement or renewal and shall apply for the term of that member's membership class.

d) Membership terms of less than 12 months will be available through the Lifestyle category.

e) The monthly fees applicable to memberships of less than 12 months will be on a seasonally weighted basis.

f) The Board shall at the commencement of each membership year set the monthly fees applicable to memberships of less than 12 months.

g) The General Manager shall have the general discretion, on application by a member for a Lifestyle Flexi class of membership, to vary the term of that member's membership and the subscriptions payable for such varied term.

h) That the General Manager will have authority and discretion to enter into terms of Lifestyle Flexi memberships of less than 6 months upon application.

8.6 Leave of Absence

- A rebate of 50% of the applicable monthly subscription for the time of leave will be applied to the membership account against future subscriptions.
- Approval is not automatic. The Board will consider applications on a case-by-case basis. Travel documentation will be required to support the application.

8.7 House Account

In addition to the subscription described in Clause 8.4 , the Board may at its discretion add a specified amount to it – to be known as a "House Account".

The House Account may be applied by the member to any food and beverage purchased by the member in the Club's Bar & restaurant during the membership year of such payment, and Specifically excludes purchases of Food & beverage in the Sport Shop and any unused balance of such payment at the end of the membership year of such payment shall be forfeited to the Club.

The General Manager will have discretion to waive the House Account

9. CRITERIA FOR MEMBERSHIP OF ALL CLASSES

All ordinary and special members and temporary members (as referred to in the Constitution and these By-Laws) must have at the time of their admission to Membership of the Company and while they remain members, must act in the best interests of the Company and in compliance with the Code of Conduct.

10. ADDITIONAL CRITERIA WITH RESPECT TO SOME CLASSES OF MEMBERSHIP

Life Membership can only be bestowed on a person by the Board in its absolute discretion and may only be granted to a person who has in the opinion of the Board rendered special and outstanding services to the company.

11. ADDRESS OF MEMBERS

Members of all classes shall from time to time communicate their residential addresses or change of addresses to the Secretary and advise him or her as soon as practicable after any change of address occurs. In lieu of a residential address a member may provide a postal address. For the better administration of the Company and in the interests of each member, where a member has an e-mail address, that address must also be furnished to the Secretary together with any changes in that address so soon as practicable after those changes occur.

12. TEMPORARY MEMBERS

Temporary Members are persons who have been granted provisional membership pending a decision from the Board on their Membership application after having paid the relevant entrance fee and any annual subscription and other fees and charges which the Board may require to be paid at the time of an Application for Membership. Temporary Members shall have the same privileges as other members within the same class as applied for, excluding the right to vote, the right to hold office and the right to attend meetings. A person shall cease to be a Temporary Member immediately upon the decision of the Board on the Application for Membership or where the Board determines to terminate a Temporary Membership.

13. ESTABLISHMENT OF ADMINISTRATIVE COMMITTEES

The Board may at its discretion establish committees and sub-committees for the better administration of the Company and for the benefit of members generally. The committees may be standing or temporary. The standing Committees established under the provision of this By-law are:

a) Finance and Administrative Committee.

b) the Review Committee

c) the Strategic Plan and Risk Committee.

d) the Revenue Growth Committee.

e) the Golf Committee.

f) the Bowls Committee.

g) the Croquet Committee.

h) the History Committee.

14. TEMPORARY COMMITTEES

Temporary Committees may be established for specific purposes.

15. TERMS OF REFERENCE

The Board shall set or approve the terms of reference for each committee which may be amended by the Board as it deems fit, and which must be reviewed by the Board not less than every three years.

16. GENERAL PROVISIONS PERTAINING TO ALL COMMITTEES

The following provisions shall apply to all committees:

a) all members to the committees must be appointed or ratified by the Board.

b) all the committees must report to the Board at the times and in the manner as may be stipulated by the Board.

c) proxies will not be allowed at a meeting of committees.

d) a committee may only exercise the powers and functions allotted to it;

e) the appointment of each person as a member of a Committee under these By-Laws shall be reviewed by the Board after such person has completed a term of three years on such Committee and the Board in its discretion may renew such appointment for a further period of three years.

f) in approving the appointment of a person to a Committee the Board must consider the objects of such Committee and the mix of experience, skills and commitment that will benefit the operation of the Committee.

17. DRESS REGULATIONS

The dress regulations for the Company shall be determined by the Board and may be reviewed by it from time to time. A member or a member's guest who does not comply with the dress regulations may be refused entry to the club house or to the golf course or, if already in the Club house or on the golf course may be requested to leave by a Director, the General Manager or one of the staff personnel having the delegated authority.

18. POLICIES AND PROCEDURES

The Board may from time to time approve various policies and procedures that relate to members' rights, responsibilities, and obligations. Examples of such policies include, but are not restricted to, a complaints policy, a code of conduct, a disciplinary policy, a dress code and policies pertaining to the use of sporting facilities and equipment. These policies shall be communicated to the members and each member must comply with their terms.

19. ELECTION OF DIRECTORS

The following provisions apply to the election of Directors pursuant to the Constitution:

19.1

(a) A member shall not be eligible for election as a Director unless his or her nomination pursuant to clause 33.4(b) of the Constitution, and his or her consent under clause 33.4(c) are given in writing and lodged with the General Manger not less than fourteen days before the general meeting at which Directors are to be elected.

(b) The Board Chair or Vice Chair may permit a time less than that referred to in clause 19.2(a), not being less than three days, if the satisfied that the failure was by inadvertence and that no person has been prejudiced by the delay.

19.2

a) Subject to sub-clauses (c) and (d), any election of Directors must ensure that there shall be not less than three women and three men comprising the elected members of the Board.

b) Subject to subclauses (c) and (d), any election of directors must comply with subclause (a) so that the minimum gender balance stipulated by subclause (a) is maintained or satisfied. Once that stipulation has been satisfied all and any remaining Board positions shall be elected regardless of gender.

c) Insufficient number of women who nominate for such a position to meet the gender requirements of subclause (a), those who do nominate shall be elected and the remaining vacant positions may be filled by the election of men.

d) Should at any election of Directors there be an insufficient number of men who nominate for such a position to meet the gender requirements of subclause (a), those who do nominate shall be elected and the remaining vacant positions may be filled by the election of women.

SCHEDULE A TO THE BY-LAWS OF THE DEVONPORT COUNTRY CLUB.

(Amended May 2026)

Until varied by the Board, the rights and entitlements attaching to each class of membership shall be as set out in this schedule A to these By-Laws. These rights and entitlements shall only apply to members who are financial. For the avoidance of doubt, a member shall be deemed to be unfinancial if they have not paid their subscription by the due date for the payment of their membership invoice.

MEMBERSHIP RIGHTS

a) All Ordinary members of the Company are entitled to vote at a general meeting.

b) Ordinary Members - Sport - 12 month subscription
An Ordinary Member of each class, and Interstate Golf Members and Golf Lifestyle members V1 and V2 and all Junior Members are entitled to unrestricted access to all facilities of the company pertaining to that member's sport and to the club house plus preferential green fee when playing alternative/additional sport.

c) Ordinary Member – Sport - less than 12-month subscription (Golf - Lifestyle Introduction to Golf & Lifestyle V 1 & V2 Flexi). Members in these classes are entitled to all of the rights in b) above – for the period of financial playing rights. Lifestyle V1 & V2 Flexi members will transfer to Social Membership for the balance of the 12-month period from date of joining.

d) Life Members - may enjoy all the privileges of an ordinary member of any class and in addition shall be excused from paying any annual membership subscription fee.

e) Full member PAYG (Pay as You Go) – An alternate price structure of Ordinary Full membership with a lower annual subscription. Members of this category will have the rights of a full member. Members will be required to pay a competition access fee in addition to the daily competition fee when playing in competitions.

f) Golf – Fulltime Student/ Apprentice
Applies to members under the age of 23 years who are a fulltime student or apprentice. Subject to application and supporting documentation. Have the same rights as a full member. Subscription rate to be the same as 18yr age member rate.

g) Lifestyle Memberships – additional restrictions / conditions

i) Golf – Lifestyle V1 Member

- Is NOT permitted to play in competition golf fields.
- A Lifestyle V1 member who has a GA handicap at another club may play in competition fields upon payment of the daily competition fee plus the Lifestyle V2 competition access fee as detailed in point (ii) below.
- A Lifestyle V1 Member is NOT eligible to utilise reciprocal benefits at other clubs.

ii) Golf – Lifestyle V2 Member

- Has all the rights & restrictions of a Lifestyle V1 member and is permitted to play in competition fields.
- The annual subscription includes a GA handicap.
- Competition access will be subject to payment of the daily competition fee PLUS the V2 Comp Access fee.
- Lifestyle V2 members are not eligible to represent the club in pennant or win honour board events.
- A Lifestyle V2 Member is not eligible to utilise reciprocal benefits at other clubs.

iii) Golf - Lifestyle V1 Introduction to Golf Member

- shall be for a six-month period only and shall have all the rights of a Lifestyle V1 member
- may play within a competition field for the purpose only of completing cards to obtain a GA Handicap. A competition access fee will not apply whilst submitting the initial cards for handicap.
- At the expiration of such six-month period, if they wish to remain a member of the Club, they must elect to join one of the other classes of membership.

iv) Golf - Lifestyle V1 – Flexi

- Carries the same rights and restrictions of a Lifestyle V1 member as outlined in ii) above for the financial period of the Flexi playing rights term.
- A standard minimum term of 6 months applies. Terms of less than 6 months will be considered on application.
- Additional months can be added to the Flexi membership upon payment of the applicable fee.
- A 12-month Social membership is included. At the expiry of the Flexi playing rights term, membership will transfer to Social.

v) Golf - Lifestyle V2 – Flexi

- contains the same rights and restrictions of a Lifestyle V2 member as outlined in v) above. for the financial period of the Flexi playing rights term.
- A standard minimum term of 6 months applies. Terms of less than 6 months will be considered on application.
- The GA handicap of a Lifestyle V2 Flexi member (if hosted by this club) will only be active for the period of the Flexi playing rights term.
- A 12-month Social membership is included. At the expiry of the Flexi playing rights term, membership will transfer to Social.

vi) Bowls – Lifestyle Member

- is not eligible to play pennant bowls.

vii) Special Members

- Country Club Social Member with no sport affiliation
- shall have unrestricted access to all company facilities except sporting facilities.
- Are not eligible to vote at a General Meeting but are eligible to stand for election to the Board.

viii) Junior Member - Golf/Bowls/Croquet

- Junior members have all the rights of a full member of the chosen sport, except
- Junior Members are not eligible to vote at a General Meeting or be a Director.

ix) Bowls – Indoor Centre

- Term of Membership – terms for memberships from 1 month up to 12 months as approved by the board from time to time.
- Pricing - will be determined by the Board annually.
- Benefits & restrictions:
  - Unlimited use of the Indoor Centre for social bowls without the payment of greenfee for the term applied for.
  - All the privileges of Social membership for 12 months from date of joining (if not being added to an existing membership)
  - Access to Indoor Centre competitions upon payment of the event entry fee.
  - Applicants do not need to be existing bowls members.
  - Is a separate , additional membership to Bowls membership.
  - Category is not eligible for inclusion in multi membership discount calculation.

x) Special Member Sport (Golf / Bowls / Croquet)

- The category is applicable to current employees and contractors as approved by the General Manager.
- must pay the relevant affiliation fee if playing a sport.
- are eligible to represent the club in pennant and win honour board events.
- Are not eligible to stand for election to the Board or vote at a General Meeting.
- Enjoy all the privileges of Full Membership of the category of membership chosen and shall be excused from paying any annual membership subscription fee.

- A rebate of 50% of the applicable monthly subscription for the time of leave will be applied to the membership account against future subscriptions.
- Approval is not automatic. The Board will consider applications on a case-by-case basis. Travel documentation will be required to support the application.

xi) Platinum 5 Year membership - Individual

- Any member may apply for this category
- 5 year prepayment of $10,000
- To be reduced at the rate of $2,000 per annum over 5 years
- The $2,000 annual will be applied to membership (incl capitation) with the balance paid to members Topup account
- Platinum Bonus – member can chose one of:
  a) Topup Bonus - 5% of the opening balance at the start of each membership year to be paid to members OR
  b) House A/c Bonus – 10% of the opening balance at the start of each membership year to be paid to members OR
- Early termination – subject to application to the Board – in the event of unforeseen circumstances.

xii) Platinum 5 Year membership – Corporate / Sponsor

- A corporate member or sponsor may apply for this category
- The Board will set down the benefits schedule & option.
- The General Manager will be authorised to negotiate packages to suit the commercial needs of the applicant.