

**URALLA GOLF CLUB
ACN 000 939 604**

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE is hereby given of a General Meeting of **URALLA GOLF CLUB** to be held on **21 November 2023** at 6:00pm at the premises of the Club, 33 Plane Avenue, Uralla NSW 2358.

BUSINESS

The business of the meeting will be to consider and if thought fit pass an Ordinary Resolution to approve an amalgamation.

Procedural Matters

1. Under the relevant provisions of the Registered Clubs Act all members of Uralla Golf Club Limited in all classes of membership, (other than Provisional, Honorary and Temporary members) are eligible to attend this General Meeting and vote on the Ordinary Resolution.
 2. To be passed the Ordinary Resolution requires votes from a simple majority (50% plus one) of those members who being eligible to do so are present and vote on the Ordinary Resolution at the meeting.
 3. Under the *Registered Clubs Act*, members who are employees are not eligible to vote and proxy voting is prohibited.
 4. The Board of Uralla Golf Club unanimously recommends that the members vote in favour of the Resolutions.
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ORDINARY RESOLUTION

"That the members hereby approve in principle the amalgamation of Armidale Ex-Services Memorial Club Limited ACN 000 979 377 ("Servies") with Uralla Golf Club ACN 000 939 604 ("Golf Club"), with such amalgamation to be effected by:

- (a) the continuation of Servies as the corporate body of the Amalgamated Club and the dissolution of the Golf Club; and*
 - (b) the granting of an application made to the Independent Liquor & Gaming Authority for the transfer of the club licence held by the Golf Club in respect of its premises at Plane Avenue Uralla to Servies for the purpose of such amalgamation; and*
 - (c) the transfer of the club licence held by the Golf Club to Servies pursuant to the application referred to in paragraph (b)."*
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EXPLANATORY NOTES TO MEMBERS ON ORDINARY RESOLUTION

1. An amalgamation between two registered clubs is governed by the provisions of the *Registered Clubs Act*.
2. One of the requirements of the *Registered Clubs Act* is that the two clubs have to enter into a Memorandum of Understanding (**MOU**) which covers various matters specifically required by the *Registered Clubs Act* to be covered. The MOU can also deal with additional matters.
3. Armidale Ex Services Memorial Club Limited (**Servies**) and the Uralla Golf Club Limited (**Golf Club**) have entered into a MOU. A copy of that document is available on the webpage of the Golf Club and copies are on display on the Golf Club's noticeboards at the Club's premises. Further copies may be obtained on request from the Club manager.
4. Members are encouraged to carefully read the terms of the MOU and, if they have any questions or are seeking clarification of any matter relating to the amalgamation or what is contained in the MOU, they should direct their enquiries to the Club President.
5. What follows in these notes is a summary of some of the principal features of the MOU and the steps that need to be followed in the amalgamation process.
6. Earlier this year, the Board of Servies called for expressions of interest with other registered clubs. After careful consideration, the Board of the Golf Club resolved to submit an expression of interest. The Board resolved that an amalgamation with a larger financially strong club represented the best way to ensure the future of the golf course and club house in Uralla.

Dissolution of the Golf Club

7. The amalgamation is being effected by the dissolution of the Golf Club and the continuation of Servies.

Corporate Governance Matters

8. The constitution of the Amalgamated Club will be the constitution of Servies, subject to amendments necessary for the purposes of the amalgamation as specified in the MOU and the Special Resolution set out below.
9. The Board of the Amalgamated Club will be the Board of Directors of Servies.
10. The Chief Executive Officer (Secretary) of Servies will be the Chief Executive Officer (Secretary) of the Amalgamated Club.

Premises of the Amalgamated Club

11. The premises of the Amalgamated Club will be the current premises of the Golf Club (**Golf Club Premises**) and the current Servies premises.
12. On completion of the amalgamation, the Golf Club Premises will be transferred to Servies.
13. The traditions, amenities, culture, facilities, activities, and memorabilia of the Golf Club will be maintained by the Amalgamated Club.
14. The Amalgamated Club will continue to support the community that was supported by the Golf Club as at the date of the MOU and will explore opportunities to expand community support subject to the performance of the Golf Club Premises.
15. After completion of the amalgamation, the Golf Club Premises will trade and be promoted as Uralla Golf Club. This name may be changed in the future.
16. Servies intends to:
 - (a) maintain the Golf Club Premises and carry on the business of a licensed registered club under the Registered Clubs Act and the Liquor Act at the Golf Club Premises with all the facilities and amenities of a registered club;
 - (b) operate the Golf Club Premises as a successful and well supported local based golf and community club;

- (c) undertake improvements to the Golf Club Premises and facilities as and when deemed necessary by the Board of the Amalgamated Club in its absolute discretion. The timeframe, nature and budget for those improvements will be determined by the Board of the Amalgamated Club;
- (d) improve trading at the Golf Club Premises;
- (e) seek to enhance the services and social activities and undertake improvements to the amenities and facilities at the Golf Club Premises;
- (f) maintain, and where possible, enhance the existing sporting activities at the Golf Club Premises; and
- (g) maintain the existing golf activities and facilities at the Golf Club Premises.

Golf Committee

- 17. The Amalgamated Club will create a Golf Committee to make recommendations to the Amalgamated Club regarding the golfing operations. It will not have any governance or management powers in the Amalgamated Club, and it will be subject to the overall control and direction of the Board and management of the Amalgamated Club at all times.
- 18. The Golf Committee will be elected each year from the golfing members.

Employees

- 19. Servies will, prior to the Completion of the Amalgamation, give each current employee of the Golf Club a written offer of employment:
 - (a) on terms no less favourable than those provided by an applicable industrial instrument; and
 - (b) otherwise on those terms generally applicable to an employee in a similar role at Servies; or
 - (c) if there are no employees of Servies employed in a similar role, on the terms generally applicable to such role as Servies identifies for that employee within the Amalgamated Club,
- 20. Servies will use its best endeavours to maintain the Golf Club Premises as the primary place of work for all employees of the Golf Club who accept an offer of employment from Servies. However, this may change from time to time to accommodate the reasonable operational requirements of the business of the Amalgamated Club including requiring staff to work at the Servies' Premises.

Intentions regarding core property, cash and investments and gaming machine entitlements of Golf Club

Core Property

- 21. The Golf Club Premises is currently core property of the Golf Club and it will also be core property of the Amalgamated Club.

Cash and Investments

- 22. The cash and investments of the Golf Club will be transferred to the Amalgamated Club on completion of the amalgamation other than funds sufficient to pay for the voluntary winding up of the Golf Club.

Gaming Machine Entitlements

- 23. The Golf Club currently has seven (7) gaming machine entitlements which will become an asset of the Amalgamated Club.

Ceasing trading from the Uralla Club Premises

- 24. Servies does not intend to cease trading from the Golf Club Premises or cease the golfing activities at the premises.
- 25. Servies will continue to trade from the Golf Club Premises and continue the golfing activities and facilities at those premises for a minimum of ten (10) years unless:

- (a) upon the order of any court or body with jurisdiction; or
- (b) upon the lawful order of any government authority; or
- (c) if the premises are destroyed or partially destroyed by fire, flood, storm or other similar event and any insurance claim is not reasonably sufficient to fund the construction of a new Golf Club Premises which is acceptable to the Board of the Amalgamated Club in its absolute discretion.

Admission of Golf Club's Members to Ex Servies

- 26. Eligible members of Servies will be asked to vote on the Special resolution at the Servies General Meeting to amend the Constitution of the Servies to take effect from completion of the amalgamation. This will take place at the Servies Extraordinary General Meeting called to consider the amalgamation.
- 27. If passed, the Special Resolution will allow all eligible members of the Golf Club to become members of Servies as easily as legally possible. A Golf Club member who is admitted to membership of Servies will be identified as a separate class called "Amalgamated Club members". They will be admitted into the Service or General categories of membership, whichever applicable. Golfing members will also be admitted to the new Golfing Category to be inserted into the Constitution. Golf membership at Servies will also contain sub-categories so that the Amalgamated Club can offer different playing rights with different subscription levels.
- 28. The Special Resolution also provides that any person who, at Completion of the Amalgamation is a Life member of Golf Club will become a Life member of Servies

The Amalgamation Process

- 29. Each club must hold a meeting of its members to approve the amalgamation in the same terms as the Ordinary Resolution above.
- 30. If the members of both clubs approve the amalgamation at the meetings, an application will be made to the Independent Liquor and Gaming Authority for its approval of the amalgamation. Servies will have the carriage of that application.
- 31. Once the approval of the Independent Liquor and Gaming Authority to the amalgamation has been obtained (and subject to all other necessary steps being completed) there will be a formal commercial settlement. On the day of that commercial settlement, amongst other things:
 - (a) the Golf Club will transfer its assets, including its land, to Servies;
 - (b) all members of the Golf Club who have consented to become members of Servies will be admitted to membership of Servies;
 - (c) Golf Club employees who are offered and accept employment with Servies will become employees of Servies;
 - (d) the club licence held by the Golf Club in respect of the Golf Club premises will be transferred to Servies; and
 - (e) Servies will become responsible for the management, business and affairs of the Golf Club Premises.
- 32. After completion of the amalgamation, the Golf Club will then proceed to a members' voluntary winding up.

Dated:

By direction of the Board



Darrell Carson

President and Secretary