



ARMIDALE CITY BOWLING CLUB BY LAWS

Revised and Accepted on the 16th of November 2016



SEPTEMBER 30, 2016
ARMIDALE CITY BOWLING CLUB
92 – 96 Dumaresq ST Armidale

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Armidale City Bowling Club
ABN 97 001 036 504

CLUB BY-LAWS

As at 20 September 2016

1. DEFINITIONS

"the **Act**" means the Corporations Act. When any provision of the Act is referred to the reference is to that provision as modified by any law for the time being in force.

"the **Board**" means the members for the time being of the Board of Directors of the Club constituted in accordance with this Constitution.

"**By-laws**" means the By-Laws as set out in this document.

"**Constitution**" means the Constitution of the Club. "the **Club**" means Armidale City Bowling Club Limited.

"the **Club Notice Board**" means a board designated as such within the Club premises on which notices for the information of members are posted.

"**Director**" means a member of the Board.

"**financial member**" means any member who has paid all money payable by him or her to the Club or in respect of whom there is no such money outstanding for more than 30 days from the due date for payment thereof.

2. NOMINATIONS

- (a) An application for membership shall be made on a form provided for that purpose and the application shall comply with all the requirements set out in the form.
- (b) No person under the age of 18 years shall be nominated as an ordinary member of the Club except as a Junior Sporting Member.

3. BY-LAWS

Every financial member of the Club shall be entitled to a copy of these By-Laws on request from the Club office.

4. MEMBERSHIP CARD

Every member on the payment of their subscription shall be supplied with a membership card, which must be shown on entering the Club premises, on driving into the Clubs parking area if required, or to the Chief Executive Officer or his delegate of the Club on request, when on Club premises.

Under no circumstances are membership cards transferable.

Should any member lend his/her card and it becomes known, then both the member and the recipient will be subject to disciplinary proceedings under the Constitution.

5. TEMPORARY MEMBERS' PERMANENT PLACE OF RESIDENCE

In accordance with rule 14.1 (a) of the constitution the board has determined that the permanent place of residence of a temporary member, who is seeking admission to the Armidale City Bowling Club, 92 – 96 Dumaresq St Armidale NSW, is more than 20 kilometers of this club's premises

6. GUESTS

- (a) No person under 18 years of age shall be permitted to remain on Club premises except in the non-restricted areas of the Club and only when accompanied by a responsible adult (parent or carer).
- (b) Members introducing a guest shall be required to enter the guest's name in the guest register.
- (e) The guest shall remain on the Club premises only as long as the introducing member shall remain.
- (f) No person who has been rejected as a candidate for membership, or who has been expelled or suspended from the Club, shall be admitted as a member's guest.
- (g) The practice of persons asking for members to be paged with the view of signing them in will not be engaged in.
- (h) Guests living within a 20-kilometre radius of the Club shall only be admitted if signed in by a member of this club

7. DRESS REGULATIONS

Members, Guests and Visitors must be presentably attired at all times. Whilst on the Club premises the following items of clothing are not permitted in the club at any time:

- (a) Swimwear or handkerchief tops,
- (b) Numbered Football jumpers, football shorts, touch football jumpers (except during special sporting events such as grand finals or State of Origin matches,
- (c) Any items of clothing with obscene or suggestive printing,
- (d) Singlets or sleeveless shirts for men Bicycle pants
- (e) Rubber thongs, bare feet or steel cap footwear
- (f) Soiled clothing
- (g) Torn or tattered clothing
- (h) Overalls or industrial clothing
- (i) Headwear including caps, beanies or bandanas (except headwear worn for medical or cultural or religious purposes) Management may make exception for fashion hats worn by women.
- (j) T-shirts that are not dress shirts or that have any anti-social wording/motifs
- (k) Sneakers without socks
- (l) Provocative or offensive clothing

MANAGEMENT RESERVES THE RIGHT TO REFUSE ENTRY TO ANY PERSON WHO IN ITS OPINION IS NOT SUITABLY ATTIRED.

8. USE OF THE CLUB

The club premises shall be open 7 days a week. The Club's trading hours will be as determined by the Board and Management from time to time.

9. CONDUCT

Registered Clubs Act. Members must not become intoxicated, disorderly or violent.

- (b) Any member found selling or using/administering illegal drugs on the Club premises shall be immediately suspended and removed from the Club's

premises and the incident reported to the Police.

- (c) No member or guest shall bet illegally on the premises.
- (d) No games of hazard or chance, nor any game which shall be considered by the Board to be gambling, with the exception of those that are run by the Club or contractors engaged by the Club, shall be played on Club premises.
- (e) Whenever a complaint is made against a member, the Board shall as necessary conduct disciplinary proceedings against the member under the Club's Disciplinary Policy as stated in the Constitution.

10. GAMING MACHINES

- (a) All persons who play gaming machines in any of the Club's premises do so subject to the following By Laws which shall be the terms and conditions of play. The decision of the Club as expressed by its officers and/or employees as to the interpretation of these By-Laws shall be final.
- (b) The gaming machines in the Club can only be played by, and any jackpots or prize won will only be paid to, financial Members of the Club or Guests of Members, Temporary Members and Honorary Members over the age of 18 years who have complied with all legal requirements to be admitted to the Club. No person is asked to participate. Any playing of machines is at your sole option, discretion and risk.
- (c) The Club reserves the right to refuse any person, Member, Guest of a Member, Temporary Member or Honorary Member the right to play gaming machines in the Club.
- (d) A machine may only be reserved for a maximum of 3 minutes.
- (e) If a person plays two gaming machines at a time, that person must vacate one of the machines if another person wishes to play one of the same machines.
- (f) Requests to borrow money or offers to lend money in the club for the purpose of gambling are strictly prohibited.
- (g) Only currency of Australian legal tender in the denominations of \$1 coins or in such other denominations in coins or notes as otherwise indicated on the gaming machines themselves are to be used to play the Club's gaming machines.
- (h) Only valid gaming machine tickets issued from an approved gaming machine are to be used on machines that accept gaming tickets.
- (i) If the gaming machine is able to be operated without using legal tender or

if playing the machine does not reduce the credit meter by the appropriate amount, it is the player's responsibility to immediately report the malfunction to an employee of the Club.

- (j) Tilting, rocking, jamming or in any way moving or damaging a gaming machine in the Club is strictly prohibited.
- (k) No jackpot or prize will be paid unless the winning combination is seen by authorised staff and verified to be paid pursuant to the Club's procedure of paying jackpots.
- (l) No jackpot, prize or winning combination will be paid to a player which is won before the opening time of the Club or after closing time has been announced.
- (m) The Club reserves the right to ensure that every jackpot is played off a machine.
- (n) At any time when requested by the Club, including at the time of claiming or collection/payment of prizes, a player must provide their full name and address plus details of the basis on which they are on the Club's premises, with such documentary proof as the Club reasonably requires. Such documentary proof may include production of a person's membership card and/or a person's driver's licence. The Club may prevent a person from playing or continuing to play any machine, or decline a claim or collection/payment of any prize, if satisfactory details or documents are not provided.
- (o) The Club may refuse payment if, in the opinion of an authorised employee, Director or Member of the Club, the machine has malfunctioned and/or if a winning combination showing has not been registered on the machine.
- (p) A player of the Club's gaming machines acknowledges, by choosing to play the Club's gaming machines, that the Club's decision as to whether a gaming machine has malfunctioned or not and/or if a winning combination showing has not been registered on the machine is final.
- (q) If a gaming machine overpays, or pays on a non-winning combination, it is the player's responsibility to immediately report the malfunction to an employee of the Club.
- (r) In the case of a Member, a jackpot or prize of \$1,000 or more may be paid within 48 hours of verification of financial Club membership and verification by authorised staff or within 48 hours of the end of the Club's trading day, whichever is the later. In the case of a non-member, any jackpot or prize of \$1,000 or more may be paid within 48 hours of verification by authorised staff or within 48 hours of the end of the Club's trading day, whichever is the later.
- (s) The Club must pay so much of the total prize money payable to a person as exceeds \$5,000:
 - by means of a crossed cheque payable to the person, or if the person so requests, by means of electronic funds transfer (if those means are available to the Club) to an

account nominated by the person.

- (t) Subject to sub-clauses (r) and (s) above, prize cheques and may be either mailed or handed to Members, and in the case of other prize winners, mailed to the address of that person as shown in the register of Guests of Members, the Temporary Members' register or the Honorary Members' register as the case may be.
- (u) Every player acknowledges and agrees that any part of or all of a jackpot or prize paid to any player in error may be recovered from that player by the Club. A player will immediately upon demand repay any part or all of a jackpot or prize paid in error.
- (v) Failure to report any malfunction of a gaming machine in the Club may result in legal proceedings being instituted against the player.
- (w) Members who are also current Club employees or former Club employees, and members who are Club contractors and their employees who are members must observe all relevant restrictions imposed by the Club from time to time regarding such persons membership rights. Without limiting the generality of the foregoing, an employee or contractor must not play machines at anytime, whilst on duty nor during meal or rest periods or other breaks from duty regardless of their concurrent membership of the Club. Prizes won by an employee or contractor when playing a machine in breach of this By-Law will not be paid.
- (x) Players must give full consideration to the rights and comfort of other players. Conduct unbecoming of a member or otherwise in breach of these By-Laws or the Club's Constitution may result in exclusion or suspension from the Club.
- (y) It is an offence under section 80 of the Gaming Machines Act 2001 for a person:
 - (i) To have possession of a device made or adapted, or intended by the person to be used, for interfering with the normal operation of a gaming machine in the Club; or
 - (ii) To do anything calculated, or likely to interfere with the normal operation of a gaming machine in the Club; or
 - (iii) To do anything calculated to render a gaming machine in the Club incapable, even temporarily, of producing a winning combination.

The maximum penalty for an offence is currently \$11,000. The Club will report to the police any person that it believes may be committing any such offence or other offences under the Gaming Machines Act or Gaming Machines Regulation 2002.
- (z) The Club reserves the right to refuse payment to any Member, Guest of a Member, Temporary Member or Honorary Member or any other person who in the opinion of the Club has breached any of these By-Laws.

- (aa) The Club has in place a Self Exclusion Policy. A person who excludes themselves from the Club will not be permitted to play the Club's Gaming Machines until the exclusion period has expired and all conditions of the self exclusion policy and any individual program applicable to that person have been met.
- (bb) Any credits on a machine which do not belong to the person playing the machine must not be played and must be reported to the Duty Manager or the Gaming Manager of the Club.
- (cc) Any Member, Guest of a Member, Temporary Member or Honorary Member or any other person violating these gaming machine By-Laws may be asked to leave the Club and the Member may be liable to suspension.
- (dd) The Club may withdraw or amend these By-Laws at any time in its absolute discretion. Any change becomes operative immediately after it is displayed in any conspicuous place of the Club's premises

11. TRADE COMPETITIONS

- (a) Unless otherwise specified, trade competitions are limited to financial members as defined by the Club's Constitution.
- (b) Directors, employees and their immediate families are ineligible to participate in trade competitions operated by the Club.

12. RESPONSIBLE SERVICE OF ALCOHOL

- (a) We do not sell or supply liquor to minors.
- (b) We do not allow excessive drinking or intoxication.
- (c) We do not admit intoxicated persons onto the premises.
- (d) We refuse service to intoxicated persons.
- (e) We ensure that unacceptable behaviour does not affect others.
- (f) We care for our customers.
- (g) We arrange safe transport home if necessary.
- (h) "We are committed to our customers being able to enjoy our facilities whilst they are enjoying a drink".

13. RESPONSIBLE SERVICE OF GAMING

- (a) The Club has accepted its obligation to deliver, advertise and promote

gambling services in a lawful and responsible manner, having regard to the potential for harm that may be caused by gambling and the community concerns about the conduct of gambling.

(b) The Club's mission is to be achieved through a variety of measures and strategies, which include the following:

- all staff to be issued with a responsible conduct of gambling or "RCG" or "RSG" policy manual
- policies and procedures for the implementation of the responsible service of gambling
- mandatory RSG training for staff and management
- providing 24 hour staff support for assistance with the handling of any gambling-related incidences which may occur at the club and advice on the RSG policies and procedures
- providing 24 hour counselling and crisis intervention service for club patrons and staff who have a gambling problem or know someone who has a gambling problem
- conducting community awareness campaigns and promoting responsible gambling practices among club patrons and the local community

(c) The Club has accepted its obligation to provide gaming and wagering services in a responsible manner through the creation of a responsible gambling environment for its patrons and employees. This has been achieved by adopting a responsible service of gambling (RSG) program that is being promoted under the **Clubsafe** Logo.

(d) **Self Exclusion**

Part of our service is the facility for a patron who recognises they have problem is to self exclude, any patron wishing to avail themselves of this service please contact any Floor Manager who will be able to assist you.

(e) **Involuntary Exclusion**

Members and Guests must use the Club's gaming facilities in accordance with the Club's Responsible Service of Gambling Policy as adopted and amended by the Board from time to time; The Board has adopted the "ClubSafe Responsible Service of Gambling Policies and Procedures Manual";

The Club reserves the right to refuse any person, member, guest of a member, temporary member or honorary member the right to play gaming machines or to participate in any of the gambling activities in the Club. Members and guests acknowledge and accept that the Board has the power to exclude any member or other person from the Club's premises in accordance with the Club's Responsible Service of Gambling Policy.

Any member, guest or other person may apply to be excluded from the Club's premises on the Application for Voluntary Exclusion Deed provided on request from the Club.

There will be some instances when the Club will be required to initiate a persons' exclusion from the Club's premises in order to protect the interests of an individual and those of the Club. In the case of members these matters shall be dealt with in accordance with the disciplinary proceedings provisions of the Club's Constitution. In the case of nonmembers the club may deem a person to be ineligible to enter the Club at any time and may initiate exclusion on grounds of Responsible Conduct of Gaming. In either case The Club will first ensure that it has a sound basis for taking such action and may obtain appropriate advice from Clubsafe or like consultancy.

Disclosure of the existence of a gambling problem by a patron to a gaming attendant, duty manager or senior management staff member may constitute disclosure to the Club

14. ELECTIONS FOR THE CLUB'S BOARD OF DIRECTORS

- (a) Any nominee for election to the Board of Directors shall be required to:
 - (i) complete a statutory declaration in the form nominated for the time being by the Board of Directors for this purpose, and shall, in accordance with the timetable as provided, lodge the completed form with the Company Secretary/CEO of the Club.

A person may not be appointed to fill a casual vacancy on the Board of Directors unless that person completes a statutory declaration as specified under subparagraph (i) above.
- (b) Any nominee for election to the board of Directors agrees:
 - (i) not to distribute "how to vote" material on any of the Club licensed premises.
 - (ii) to comply with the Directors' Code of Conduct.
- (c) Any nominee for election to the Board of Directors may within 48 hours of the close of nomination withdraw his/her nomination by written notice to the Returning Officer.
- (d) If a nominee requests and is given a copy of the Club's membership register he or she agrees to abide by the Corporations Act particularly in relation to the prohibitions on the use of information on the membership register.

15. UNAUTHORISED NOTICES AND PETITIONS

No notice, publication, picture, document or petitions shall be distributed, posted to the members or displayed within any of the Club's premises or their precincts without the authority of the Chief Executive Officer.

16. FOOD AND BEVERAGE

Members, guests of members or temporary members are prohibited to bring food or beverages for consumption onto the premises of the Club.

17. COMPLAINT MAKING

Any member making a complaint to the CEO, delegated officer or Board of Directors must provide his/her name and membership number in support of such complaint. A Club Member complaint relating to the conduct of a Club employee must be done so in writing to the General Manager who will act upon the complaint in an equitable and timely manner.

18. ALCOHOL CONSUMPTION

Alcohol is not permitted to be consumed in the entrance of the Club and other marked areas. Anyone seen drinking on approach to the Club will be asked to leave the premises.

19. MEETING SCHEDULE

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

20. DEBT FACILITY

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

21. CHEQUE

Members may cash cheques after one year of continuous membership. Maximum allowance for one single cheque is \$400 in one day. Only one cheque may be cashed per day. If a cheque is returned unpaid a fee of \$40 is payable by the cheque signatory. Cheques must be made payable to the Armidale City Bowling Club.

22. PAGING OF PATRONS

Paging of Members over the public address system will cease while entertainment is in progress. Members and guests will be limited to 3 pages per day.

23. LOYALTY POINTS

Any unredeemed membership loyalty points accumulated as a result of any business activity, will be forfeited at the close of trading on the 30th of June each year. Members are encouraged to

redeem these points prior to the date indicated. Exceptions to this rule maybe determined from time to time by the Clubs Board and Management.

- a) No Member of the Club shall deface, tear, injure or take away from the Club premises any newspaper, pamphlet or other article which is the property of the Club. A Member defacing, tearing, injuring or taking away any newspaper, pamphlet or other article which is the property of the Club, shall pay to the Club such amount by way of compensation as may be fixed by the Board and in the event of the repeating of the offence, may be dealt with by the Board.
- b) No dogs or other animals will be allowed on Club premises unless expressed permission from Executive Management.
- c) The Club or an employee of the Club must not publish or cause to be published, anything which identifies any person who wins a prize without authorisation from the individual.
- d) The Club cannot offer or supply any free or discounted liquor as an inducement to participate in any gambling activity at the Club.
- e) The Club cannot offer free credits by means of letter box flyers, shopper docketts or any other means as an inducement to play gaming machines at the Club.

24. TELEPHONES

- a) Members and guests must limit all telephone conversations to five minutes.
- b) Members and guests are limited to the receipt of 2 telephone calls per day through reception.

25. INTERPRETATIONS

- a) The decision of the Board on the meaning or interpretation of any By-Law, Rule or Regulation shall be conclusive and binding on all Members of the Club, unless and until such decision shall be over-ruled by a General Meeting. In the event of any such decision being overruled by a General Meeting, such over-ruling shall not invalidate any act done prior to such over-ruling on the basis of the decision over-ruled
- b) The Board may decide to amend, rescind or add to these By-Laws at any time and any such decision by the Board shall come into force and be fully operative upon the posting of an appropriate notice on the notice board.
- c) The Board, in addition to the powers under clause (a) of the By-Law, may temporarily suspend or temporarily amend or temporarily rescind or temporarily add to these By-Laws and such action by the Board shall come into force and be fully operative upon the posting of an appropriate notice on the notice board. Any By-Law, Rule, or Regulation that is taken from the Constitution can only be altered, amended, rescinded or added to by a Special Resolution at a General Meeting.

26. USE OF CLUB'S CAR PARKING FACILITIES

- a) All club Members and guests utilising the vehicle parking facilities are to abide by all directional signage for vehicle and pedestrian traffic.
- b) Vehicle parking facilities provided by the Club shall only be used by Members, guests, temporary Members or provisional Members (hereafter referred to as Members and others), for the purpose of attending and using the Club's facilities.
- c) The Club's car parking facilities are not to be used by Members and others, whilst those persons attend their place of employment or for commuter parking, without the written permission of the Board of Directors of the Club.
- d) Members and others shall not deliberately or otherwise damage any parking

- deterrent device installed in the car park by the Club.
- e) Members and others will immediately vacate any Club car park when asked by management or a management representative.
 - f) No Member or guest will park in the disabled section of the car park unless displaying the appropriate disabled parking ticket.
 - g) Armidale City Bowling Club takes no responsibility for any loss of property, theft of vehicle or damage caused to any vehicle.
 - h) Members and guests park at their own risk.

27. PERSONAL INFORMATION

- a) **Armidale City Bowling Club** appreciate that privacy is very important to people. The Club Privacy Policy recognises the right of our Members and guests to keep their personal information private. This Privacy Policy covers the Club's treatment of personally identifiable information that we collect or hold.
- b) The Club complies with the National Privacy Principles contained in the Privacy Act when dealing with personal information.

28. ANNUAL REPORT – FINANCIAL QUERIES

All Members are requested to advise the General Manager in writing, fourteen (14) days prior to the date of the Annual General Meeting of any query relating to the Financial Statements or Accounts, so that any necessary research of the records of the Club can be undertaken in order to give an informed reply.

29. TENDER PROCESS

When an amount of \$5,000 or greater is to be spent on any activity, whether it is maintenance or otherwise 2 quotes must be obtained prior to presentation to the Board for decision, unless the area of concern is of such specialist expertise that there are limited suppliers or the Board deems it appropriate to select a supplier on the basis of the suppliers expertise.

30. FINANCIAL DELEGATION

The CEO is authorised to carry out financial transactions without prior approval but to provide notification to the Board in due course up to an amount of \$5,000. For amounts \$5001 or greater the CEO must have approval formal of the Board with reference to the approved process which requires at least 2 quotes unless in the opinion of the Board the area of concern is subject to specialist expertise.

31. CASUAL VACANCY OF A DIRECTOR OR SELECTOR

That in the event of a casual vacancy for the position of Selector or Games Manager then the President at the time will assume that vacancy until the next AGM subject to his acceptance, otherwise the Board shall appoint a qualified person to fill the vacancy until the next AGM.

32. ENROLLING NEW MEMBERS

Members can only be enrolled on public holidays under management discretion.

33. MINORS ACCESS TO CLUB AREAS

Board, Management and staff have the authority to exclude or restrict minors from zones of the club, depending upon the circumstances at the time.

34. ELECTRONIC FUND TRANSFERS AND CLUB CREDIT CARD TRANSACTIONS

All EFT and credit card transactions made on behalf of the Club by staff or responsible persons must be dual signed by Executive and Management. The voucher must be dated, creditors payment details, amount and be accompanied by invoice and/or receipt.

35. MEMBERSHIP CATERGORY AND USE OF THE CLUBS GREENS

Any member that would like to play bowls and, who is not registered with the RNSWBA or NSWBA, will need to be a financial playing member of the Club. These individuals will not be permitted to play in any Association fixture or Club competition or any other event except for charity and social bowls, as well as, casual roll ups on the Armidale City Bowling Clubs greens. The Board of the Directors still maintains the absolute right to allow any individual to bowl on the Clubs greens at any time regardless of their membership category.

36. MEMBERS BEHAVIOUR ON CLUB VISITS

Whereas:

- (a) Members of the Club participate in bowling events on the Club's bowling greens and at other clubs;
- (b) The bowling events at other clubs may involve day trips to those other clubs or may require members to travel and stay away overnight (or longer) to be able to participate in those bowling games.
- (c) Rule 30.17 of the Club's Constitution gives the Board the power to make by-laws;

It is now resolved that the following by-law is made:

1. Members must not engage in conduct unbecoming of a member of the Club or conduct prejudicial to the interests of the Club when representing, and/or playing bowls form the Club, where ever bowls is being played.
2. Disciplinary action under Rule 20 of the Club's Constitution may be commenced in relation to any incident or matter arising out of, or in connection with, representing, and/or playing bowls, for the Club (whether or not the event is at the Club's premises).
3. For the avoidance of doubt, disciplinary action may be taken against members under Rule 20 of the Club's Constitution for inappropriate conduct by members in connection with the playing of bowls, social activities after bowls, or the behaviour of members at any time from

when they leave the Club to when they return to the Club for the purposes of the bowling event at another venue.

37. SIGNATOR AUTHORITY

When signing any contract binding the Club for a term to a supplier of goods, the provision of services or that has a material obligation tying the Club to another business or individual then the following signatures need to be placed on the contract.

- The Clubs CEO, or his representative, and at least one Director

38. DIRECTORS CODE OF CONDUCT

All Directors must comply with the Armidale City Bowling Clubs Directors Code of Conduct when discharging their duties. Breach of this code will result in disciplinary action being taken against a Director by the Clubs Board.

39. CODE OF CONDUCT FOR PLAYERS

Full members, life members and junior members will:

- Comply with the Club's dress regulations;
- Comply with the rules of the Royal New South Wales Bowling Association and/or the rules of the New South Wales Bowling Association as is appropriate;
- Use their best endeavours to compete in each game in which they, or a team are a member, are entered to compete;
- At all times, when representing the Club in relation to the sport of lawn bowls, whether on the playing field or otherwise, and at all times when wearing the uniform of the Club, conduct themselves in a manner that promotes the interests, and upholds the values of the Club and promotes the sport of lawn bowls. If under citation for disciplinary purposes, they will not be allowed to participate in any tournament or event at The Club or any other club until the matter is resolved.

40. BREACH OF BYLAWS

The Board may use its power granted under section 20 of the Clubs constitution to discipline and take action against members who breach the Clubs by-laws. All nonmembers who breach the terms of these by-laws will be immediately asked to vacate the premises by the Chief Executive Officer or his delegates.