

QUEANBEYAN SPORTS & COMMUNITY CLUB LIMITED

ACN 606 192 965

NOTICE OF GENERAL MEETING

NOTICE is hereby given of a General Meeting of **QUEANBEYAN SPORTS & COMMUNITY CLUB LIMITED** to be held on 12/8/2025 commencing at 6pm at the Queanbeyan Bowling Club, 3 Farrer Place, Queanbeyan NSW 2620.

BUSINESS

The business of the meeting will be to consider and if thought fit pass the Resolutions set out below.

PROCEDURAL MATTERS FOR RESOLUTIONS

1. **Ordinary Resolution** - To be passed, the Ordinary Resolution requires votes from a simple majority (50% plus one) of those members who being eligible to do vote in person on the Ordinary Resolution at the meeting.
2. **Voting on Ordinary Resolution** - All members of the Club (except for Honorary, Temporary and Provisional members) can vote on the Ordinary Resolution.
3. **Special Resolution** - To be passed, a Special Resolution requires votes from not less than three quarters (75%) of those members who being eligible to do so, vote in person on the Special Resolution at the meeting.
4. **Voting on First Special Resolution** – Only Life members who were financial Club members at the date of election to Life membership and financial Club members can vote on the First Special Resolution.
5. **Voting on Second Special Resolution** – Only Life members who were financial Club members at the date of election to Life membership, financial Club members and financial Bowling members can vote on the Second Special Resolution.
6. Under the Registered Clubs Act (**RCA**), employees cannot vote, and proxy voting is prohibited.
7. The Board recommend that the members vote in favour of the Resolutions.

ORDINARY RESOLUTION

That members hereby approve in principle the amalgamation of Queanbeyan Sports & Community Club Limited (**QSCC**) and Bermagui Country Club Limited (**Bermagui**) with such amalgamation to be effected by:

- (a) the continuation of QSCC as the corporate body of the Amalgamated Club and the dissolution of Bermagui; and
- (b) the transfer of Bermagui's Assets, Debts and Liabilities (other than Bermagui's land and water access licence) to QSCC;
- (c) the transfer of Bermagui's land and water access licence to Tuggeranong Valley Rugby Union & Sports Club Limited (**Vikings**) or QSCC;
- (d) the granting of an application made to the Independent Liquor & Gaming Authority (**Authority**) for the transfer of the Bermagui's club (liquor) licence to QSCC for the purpose of such amalgamation;
- (e) the transfer of Bermagui's club (liquor) licence to QSCC pursuant to the application referred to in paragraph (d) above.

EXPLANATORY NOTES TO MEMBERS ON ORDINARY RESOLUTION

1. An amalgamation between two registered clubs is governed by the provisions of the RCA.
2. One of the requirements of the RCA is that the two clubs have to enter into a Memorandum of Understanding (**MOU**) which covers various matters specifically required by the RCA to be covered. The MOU can also deal with additional matters.
3. QSCC, Vikings and Bermagui have entered into a MOU and a copy of the MOU is displayed on the noticeboard and website of QSCC. Further copies of the MOU are available on request from the Club.
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 Andrew Hunter (Venue Manager).
5. What follows in these notes is a summary of some of the principle features of the MOU and the steps that need to be followed in the amalgamation process.

Dissolution of Bermagui

6. The amalgamation is being effected by the dissolution of Bermagui and the continuation of QSCC.

Corporate Governance Matters

7. The constitution of the Amalgamated Club will be the constitution of QSCC, subject to amendments necessary for the purposes of the amalgamation. These amendments are set out in the special resolutions contained in this notice.
8. The Board and Chief Executive Officer of the Amalgamated Club will be the Board and Chief Executive Officer of QSCC. However, as and from completion of the amalgamation, the Board of QSCC will include one (1) Bermagui director.

Premises of the Amalgamated Club

9. The premises of the Amalgamated Club will be the current premises of Bermagui (**Bermagui Premises**) and QSCC's premises.
10. On completion of the amalgamation, title (ownership) to the Bermagui Premises and Bermagui's water access licence will be transferred to Vikings.
11. Vikings will manage the Bermagui Premises for and on behalf of QSCC with effect from completion of the amalgamation.
12. Vikings will grant a lease for the Bermagui Premises to QSCC so that QSCC can occupy, operate and trade from the premises after completion of the amalgamation.
13. Subject to clause 10.8 of the MOU, QSCC will provide:
 - (a) an eighteen (18) hole golf course at the Bermagui Premises for at least twenty (20) years after completion of the amalgamation; and
 - (b) one (1) bowling green at the Bermagui Premises for at least four (4) years after completion of the amalgamation;
 - (c) tennis courts at the Bermagui Premises for at least eight (8) years after completion of the amalgamation
14. After completion of the amalgamation, the Bermagui Premises will continue to be named and trade as "Bermagui Country Club".
15. The traditions, amenities, golfing facilities, golfing activities and memorabilia of Bermagui will be maintained by the Amalgamated Club.
16. The Amalgamated Club:
 - (a) will maintain the Bermagui Premises and carry on the business of a licensed registered club at the Bermagui Premises with the usual facilities and amenities of a registered club; and
 - (b) intends to operate the Bermagui Club Premises as a successful and well supported local based social, sporting and community club;

- (c) intends to improve trading at the Bermagui Premises;
- (d) will maintain the golf course to at least the standard it is in at the date of the MOU;
- (e) will maintain and where possible enhance, the social and bowling facilities, services, amenities and activities at the Bermagui Premises.
- (f) will appoint a manager for the Bermagui Premises who will manage the daily operations at the Bermagui Premises and will report to the Board and management of the Amalgamated Club;
- (g) conduct a review of the Bermagui Premises and implement a capital improvement and investment strategy with the aim of bringing the Bermagui Premises facilities and amenities up to an acceptable standard;
- (h) will create an Advisory Committee for the Bermagui Premises which will make non-binding recommendations to the Amalgamated Club regarding various matters (but it will not have any governance or management powers in the Amalgamated Club).

Sub-Clubs

- 17. The Amalgamated Club will create a golfing sub club to conduct and administer golf at the Bermagui Premises on behalf of the Amalgamated Club.
- 18. If Bermagui had any other sub clubs (as at the date of the MOU), the Amalgamated Club will allow those sub clubs to continue to exist, provided all members of those sub clubs become members of the Amalgamated Club.

Payment of Subscriptions

- 19. QSCC will honour all subscriptions paid to Bermagui as being annual subscriptions which have been paid to the Amalgamated Club.

Employees

- 20. QSCC will make offers of employment to Bermagui's employees who are requisite to the needs of the Amalgamated Club and any employees who accept those offers will become employees of QSCC with effect from completion of the amalgamation.

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

Core Property

- 21. At its general meeting to approve the amalgamation, Bermagui's members will also be asked to vote on a resolution to convert the Bermagui Premises from core property to non core property of Bermagui.
- 22. If the abovementioned resolution is passed, the Bermagui Premises will be non core property of Bermagui on completion of the amalgamation and consequently, it will be non core property of the Amalgamated Club.
- 23. However, if the abovementioned resolution is not passed, the Bermagui Premises will remain core property of Bermagui on completion of the amalgamation and consequently, it will be core property of the Amalgamated Club.

Cash and Investments

- 24. The cash and investments of Bermagui will be transferred to the Amalgamated Club.

Gaming Machine Entitlements

- 25. Bermagui has forty-six (46) gaming machine entitlements at the Bermagui Premises and ownership of those entitlements will be transferred to QSCC with effect from the completion of the amalgamation.
- 26. The Amalgamated Club must retain the forty six (46) gaming machine entitlements and operate forty six (46) gaming machines at the Bermagui Premises for as long as it trades from those premises.

Ceasing trading from the Bermagui Premises

27. The Amalgamated Club may immediately cease trading from the Bermagui Premises or any part thereof:
- (a) upon receiving a lawful order from any Court or body with relevant jurisdiction which orders the permanent closure of the Bermagui Premises or any part thereof;
 - (b) if the premises or any part thereof were destroyed or partially destroyed by fire, floods, storms or force majeure event, except where appropriate insurance cover is available to reinstate the Bermagui Premises or any part thereof or where it is otherwise economically viable to do so.
28. The Amalgamated Club may immediately cease trading from the Clubhouse:
- (c) if, after the first two (2) years after Completion of the Amalgamation, it is not financially viable for the Amalgamated Club to continue to trade from the Clubhouse (being an EBITDARD of twenty five thousand dollars (\$25,000) in any twelve month period after the second anniversary of the completion of the amalgamation); or
 - (d) upon the lawful order of any government authority to permanently cease trading from the Clubhouse, or revoking any licence, approval or consent necessary for the Amalgamated Club to continue trading from the Clubhouse and it is not reasonably possible for the relevant licences, approvals or consents to be re-instated or new/replacement licences, approvals or consents to be obtained;
29. The Amalgamated Club may immediately cease golfing activities at the Bermagui Premises if the Bermagui Premises fails to satisfy the Golf Course Viability test in three (3) consecutive years; and
30. The Amalgamated Club may immediately cease bowling activities at the Bermagui Premises if the Bermagui Premises fails to satisfy the Bowling Viability test in three (3) consecutive years.
31. The Amalgamated Club may immediately cease tennis activities at the Bermagui Premises if the Bermagui Premises fails to satisfy the Tennis Viability test in three (3) consecutive years.
32. The viability tests in paragraphs 29 to 31 inclusive require the Bermagui Premises to maintain a minimum number of golf, bowling and tennis members (which is calculated by averaging the number of golf, bowling and tennis members at the Bermagui Premises in 2022 to 2025 inclusive).

Admission of Bermagui's Members to QSCC

33. QSCC will invite members of Bermagui to become members of QSCC and the members who accept that invitation will become QSCC members with effect from completion of the amalgamation.
34. A Life member of Bermagui will not become a Life member of QSCC.

The Amalgamation Process

35. Bermagui and QSCC must hold a meeting of its members to approve the amalgamation in the same terms as the Ordinary Resolution above.
36. Assuming the members of Bermagui and QSCC have approved the amalgamation, an application will be made to the Authority for its approval of the amalgamation. QSCC will have the carriage of that application.
37. Once the approval of the Authority to the amalgamation has been obtained (and subject to due diligence and all other necessary steps being completed) there will be a formal commercial settlement. On the day of that commercial settlement the following things (among others) will happen:
- (a) Bermagui will transfer its assets (other than its land and water access licence) to QSCC;
 - (b) Bermagui will transfer its land and water access licence to Vikings;
 - (c) All members of Bermagui who have consented to become members of QSCC will be admitted to membership of QSCC;
 - (d) Employees of Bermagui who accept employment with QSCC will become employees of QSCC.
 - (e) Bermagui's club (liquor) licence will be transferred to QSCC;

- (f) QSCC will become responsible for the management, business and affairs of the Bermagui Premises.

38. After completion of the amalgamation, the corporate entity of Bermagui will be wound up.

FIRST SPECIAL RESOLUTION

That, with effect from and subject to the completion of the amalgamation between Queanbeyan Sports & Community Club Limited and Bermagui Country Club Limited be amended by:

- (a) **inserting** into Rule 10.1 the figure “13A” after the figure “13” wherever it appears.
- (b) **inserting** the following new Rule 11.6(c) and **renumbering** the remaining provisions of Rule 11.6 accordingly:
 - “(c) *Bermagui Country Club Members*”.
- (c) **deleting** from Rule 13.2 the words “Rule 30” and **inserting** the words “any restrictions contained in this Constitution”.
- (d) **inserting** the following new Rule 13A:
 - “13A. BERMAGUI COUNTRY CLUB MEMBERS**
 - 13A.1 *Bermagui Country Club members shall be those persons who are full members (as defined in the Registered Clubs Act) of Bermagui Country Club and who were admitted to membership of the Club pursuant to Rule 19A for the purposes of the amalgamation between the Club and Bermagui Country Club.*
 - 13A.2 *Subject to any restrictions in this Constitution, Bermagui Country Club members are entitled to:*
 - (a) *such social privileges and advantages of the Club as may be determined by the Board from time to time;*
 - (b) *nominate for and be elected to hold office on the Board as the Bermagui Director only;*
 - (c) *attend general meetings (including Annual General Meetings) of the Club;*
 - (d) *vote in the election of the Bermagui Director;*
 - (e) *vote in the election of the Board but only after the fifth anniversary of the completion of the amalgamation between the Club and Bermagui Country Club;*
 - (f) *propose, second, or nominate any eligible member for election as the Bermagui Director; or*
 - (g) *introduce guests to the Club.*
 - 13A.3 *Bermagui Country Club Members are not entitled to:*
 - (a) *vote at general meetings (including Annual General Meetings) of the Club;*
 - (b) *nominate for and be elected to hold office on the Board other than as the Bermagui Director;*
 - (c) *vote in the election of the Board before the fifth anniversary of the completion of the amalgamation between the Club and Bermagui Country Club;*
 - (d) *vote on any Special Resolution to amend this Constitution;*
 - (e) *propose, second, or nominate any eligible member for any office of the Club other than as the Bermagui Director; or*
 - (f) *propose, second or nominate any eligible member for Life membership*
- (e) **deleting** from Rule 14.3(c) the word “except” and **inserting** the word “including”.
- (f) **inserting** into Rule 30.1 the word “elected” after the word “seven (7)”.

(g) **inserting** at the end of Rule 30.1 the words *“The Board may appoint up to two (2) additional directors to the Board in accordance with the powers granted to the Board under the Registered Clubs Act and its associated regulations (**Board Appointed Directors**)”*.

(h) **deleting** Rule 30.2 and **inserting** the following new Rule 30.2 S

“30.2 Subject to any casual vacancies which may arise, the Board must, at all times, include:

- (a) five (5) directors who are Club members if the Board consists of eight (8) or nine (9) directors;*
- (b) four (4) directors who are Club members if the Board consists of seven (7) or less directors;*
- (c) the Bermagui Director”.*

(i) **inserting** the following new Rule 30.4:

“30.4 A member is only eligible to be nominated for or be elected or appointed to the Board as the Bermagui Director if:

- (a) the member:*
 - (i) is a Bermagui Country Club member; or*
 - (ii) has been admitted to membership of the Club on or after completion of the amalgamation between the Club and Bermagui Country Club and their principal place of residence is located within fifty (50 kilometres of the Club’s licensed premises in Bermagui;*
- (b) the nomination or appointment of the member has first been approved by the Board of the Club;*
- (c) the member satisfies all other requirements in this Constitution in relation to nominating for and being elected or appointed to the Board.*

The restrictions in this Rule 30.4 do not apply to Board Appointed Directors”.

SECOND SPECIAL RESOLUTION

That, with effect from and subject to the First Special Resolution being passed and the completion of the amalgamation between Queanbeyan Sports & Community Club Limited and Bermagui Country Club Limited be amended by:

(a) **inserting** the following new Rule 19A:

“19A ADMISSION OF MEMBERS PURSUANT TO AMALGAMATION

19A.1 Rule 19 shall not apply to a person who is admitted as a member of the Club pursuant to an amalgamation with another registered club and this Rule 19A.

19A.2 A person shall be admitted as a member of the Club pursuant to an amalgamation if that person is a full member (as defined in the Registered Clubs Act) of a registered club which has amalgamated with the Club and has agreed to be a member of the Club pursuant to the amalgamation.

19A.3 The agreement referred to in Rule 19A.2 must be in writing and to the effect that the person agrees to be a member of the Club and agrees to be bound by the Constitution and By-laws of the Club and in such form as approved by the Board from time to time.

19A. 4 Any person who completes and signs the agreement referred to in Rule 19A.3 and returns that agreement to the Club shall, (subject to the name of that person being displayed on the noticeboard of the Club for not less than seven (7) days and a period of not less than fourteen (14) days elapsing after the receipt of the acceptance by the Club) be elected by a resolution of the Board to membership of the Club with effect from the date of completion of the amalgamation”.

- (b) **inserting** the following new Rule 32.1(a)(iv):
- “(iv) for nominations of Bermagui Country members, be signed by one and seconded by another:
- (A) Life member; or
- (B) financial Club Member; or
- (C) financial Bowling member with at least three (3) years continuous membership of the Club; and
- (D) financial Bermagui Country Club member”.
- (c) **inserting** at the end of Rule 32.2 the words “A nomination for election to the Board as the Bermagui Director shall not be valid unless and until such nomination has been approved by the Board of the Club”.
- (d) **inserting** the following new Rule 32.4:
- “32.4 If a Board Appointed Director holds the position of Bermagui Director, an election for the position of Bermagui Director is not required”.
- (e) **inserting** the following definitions into Rule 60.1:
- “Bermagui Country Club”** means Bermagui Country Club Limited.
- “Bermagui Director”** means the member of the Club who is elected or appointed to the Board in accordance with the Constitution as the Bermagui Director.
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EXPLANATORY NOTES TO MEMBERS ON SPECIAL RESOLUTIONS

1. The Special Resolutions will only be considered if the Ordinary Resolution is passed.
- What is contained in the special resolutions?**
2. The special resolutions propose to:
 - (a) formally create “Bermagui Country Club membership” as a category of membership of the Club; and
 - (b) introduce a procedure so that Bermagui Country Club members can be admitted to membership of the Club;
 - (c) reserve one (1) position on the Board for Bermagui Country Club members (being the Bermagui Director) and set out the requirements for holding that position.
 3. The amendments proposed in the special resolutions are consistent with the MOU and they are also required for the amalgamation.
 4. Subject to any restrictions contained in the Club’s Constitution, Bermagui Country Club members are entitled to:
 - (a) such social privileges and advantages of the Club as may be determined by the Board from time to time;
 - (b) nominate for and be elected to hold office on the Board as the Bermagui Director only;
 - (c) attend general meetings (including Annual General Meetings) of the Club;
 - (d) vote in the election of the Bermagui Director;
 - (e) vote in the election of the Board but only after the fifth anniversary of the completion of the amalgamation between the Club and Bermagui Country Club;
 - (f) propose, second, or nominate any eligible member for election as the Bermagui Director; or
 - (g) introduce guests to the Club.
 5. Bermagui Country Club Members are not entitled to:
 - (a) vote at general meetings (including Annual General Meetings) of the Club;
 - (b) nominate for and be elected to hold office on the Board other than as the Bermagui Director;

- (c) vote in the election of the Board before the fifth anniversary of the completion of the amalgamation between the Club and Bermagui Country Club;
 - (d) vote on any Special Resolution to amend this Constitution;
 - (e) propose, second, or nominate any eligible member for any office of the Club other than as the Bermagui Director; or
 - (f) propose, second or nominate any eligible member for Life membership
6. For the avoidance of doubt, the FVot members who were financial Club members at the date of election to Life membership, financial Club members and financial Bowling members can vote on special resolutions to amend the Club's Constitution.
7. However, Rule 10 of the Club's Constitution provides that only Life members who were financial Club members at the date of election to Life membership and financial Club members can vote on special resolutions to amend the protected rules.
8. The amendments to the Club's Constitution for the purposes of the amalgamation require amendments to the protected rules and amendments to other provisions of the Club's Constitution.
9. For this reason:
- (a) Life members who were financial Club members at the date of election to Life membership and financial Club members will vote on the First Special Resolution to amend the protected rules; and
 - (b) Life members who were financial Club members at the date of election to Life membership, financial Club members and financial Bowling members will vote on the Second Special Resolution to amend the remaining provisions.

When do the special resolutions take effect?

10. The amendments contained in the special resolutions will not take effect until the amalgamation is completed.

Dated: 15/7/2025

By direction of the Board



Andrew Hunter
Venue Manager