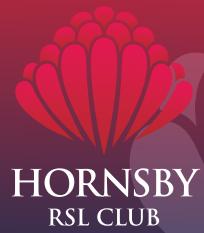


# BY-LAWS



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# BY-LAWS



## By-Laws Adopted 10th October, 2025

### 1 Introduction and Interpretation

(a) These By-Laws are subject to the following:

- (i) the Constitution of the Club;
- (ii) the Registered Clubs Act; and
- (iii) the Liquor Act.

(b) These By-Laws supersede all previous By-Laws of the Club.

(c) These By-Laws take precedence over the By-Laws of all sporting and social sub-clubs of the Club.

(d) All members agree to be subject to these By-Laws and to comply with them so as to ensure the efficient conduct of the Club.

(e) Unless the context otherwise requires:

- (i) capitalised terms used in these By-Laws have the same meaning as defined in the Constitution.
- (ii) the rules of interpretation set out in the Constitution shall apply to these By-Laws.

### 2 Board Elections

#### 2.1 Last date for closing of nominations

(a) The Board must nominate a date and time for the closing of nominations, which shall be at least seven (7) days prior to the date fixed for the Annual General Meeting.

#### 2.2 Nominee Photographs and Profiles

(a) A nomination form for election to the Board must include the nominee's photograph and a profile.

(b) The nominee's photograph must be clearly show the nominee's face and can be provided electronically or as a physical copy.

(c) The nominee's profile must not exceed 200 words and include details relevant to the nominee's role and interests in the Club. The profile must include at least the nominee's name, date of birth, occupation and the date they joined the Club as a member.

#### 2.3 Mandatory Course of Instruction for Candidates to the Board

(a) The date(s) and time(s) of the mandatory course of instruction for Board candidates shall be advertised on the Club Noticeboard. Once the date and time for the course of instruction is determined, a maximum of 10 minutes will elapse before the course starts. Any candidate who is not present within 10 minutes after the course' commencement time will not be eligible to attend the session.

(b) In order to be eligible for Board election, a member must attend this course.

#### 2.4 Board Election Nomination and Acceptance Form and Board Election Nominee Statutory Declaration

(a) Each Board candidate must:

- (i) complete a Board Election Nomination and Acceptance Form;
- (ii) furnish proof of their membership of the Club; and
- (iii) complete the Board Election Nominee Statutory Declaration.

(b) A candidate can obtain the Board Election Nomination and Acceptance Form and Board Election Nominee Statutory Declaration in-person from the CEO's Office between 10am and 4pm (unless prior arrangements have been made to obtain these forms outside office hours) at least one day prior to the last day for receiving nominations.

(c) Once completed, the Board Election Nomination and Acceptance Form and Board Election Nominee Statutory Declaration Form, must be lodged in-person with the CEO's Office by 6pm by the last date for closing nominations. Forms will not be accepted after this time.

# BY-LAWS



## 2.5 Voting

- (a) There will be no postal, absentee or proxy voting.
- (b) Votes shall only be cast at the polling booth.
- (c) Votes cast in any other area of the Club shall be declared invalid.
- (d) It is an offence for any Member to move blank ballot papers from the polling booth area to any other area of the Club.
- (e) Voters shall vote for at least 1 candidate, and not more candidates than the total number of positions on the Board up for election in that year by either using a tick, cross or number (from 1 up to the maximum number of permitted candidates in that year) in the squares opposite the names of the candidates the member wishes to vote for. Any submitted ballot paper which does not meet the requirements of this By-Law will be informal and not counted. Ballot papers will be informal if the number of candidates marked exceeds the available positions on the Board.

## 2.6 'How to Vote' Cards

- (a) A Board candidate (or a member on the candidate's behalf) may produce/distribute 'how to vote' cards provided that:
  - (i) The candidate has submitted the 'how to vote' card to the Chief Executive Officer at least 7 days prior to the opening of the ballot and received the Chief Executive Officer's prior written approval (and if such approval is not provided within 7 days of receipt, the card shall be deemed to be approved).
  - (ii) 'How to vote' cards must be signed or authorised by the candidate(s) concerned who are named in and are endorsing the card. Any candidate found in breach of this rule may render themselves ineligible to be elected to any Board position.
  - (iii) 'How to vote' cards will not be distributed within the precincts of any Club Building, Carpark or within 50 metres of either Club Foyer. Any candidate found in breach of this rule may be subject to disciplinary action.
  - (iv) Any candidate found in breach of this rule may render themselves ineligible to be elected to any Board position.
  - (v) Any 'how to vote' card must not include any misleading, offensive or defamatory content.
  - (vi) Members acknowledge that:
    - (A) 'how to vote' cards will not be distributed by Club Staff;
    - (B) 'how to vote' cards will not be produced by the Club or using Club staff, stationery and/or Club photocopying facilities; and
  - (C) the Club is not a publisher of any 'how to vote' cards and does not accept liability for any of its contents.

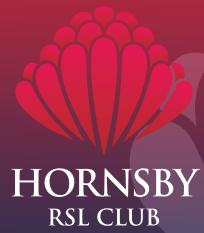
## 3 Rights of Members

- (a) The rights of members to use the facilities and amenities of the Club are as the Board of Directors may determine from time to time by By-Law or otherwise.
- (b) Without derogating from the general powers of the Board of Directors conferred in the Constitution, all members hereby acknowledge and accept that the Board has the power from time to time to organise and enforce the exclusion from the Club's premises of any member or other person, either with or without that member's or person's agreement, in accordance with:
  - (i) the Club's responsible service of alcohol policy as adopted and amended by the Board from time to time; or
  - (ii) the Club's responsible conduct of gaming policy as adopted and amended by the Board from time to time.

## 4 Member ID

- (a) For the purposes of this By-Law, Member ID means such form of identification as the Club shall from time to time issue to members of the Club.
- (b) Members must produce current Member ID:
  - (i) to reception staff on each entry to the Club's premises; and
  - (ii) on demand when so requested by any Club Manager.

# BY-LAWS



- (c) Each Member is responsible for the safe custody of their Member ID.
- (d) No person shall use another person's membership card on their behalf to gain entries to Club promotions (exceptions may be considered if the other person is present at the Club and unable to swipe the membership card themselves).
- (e) A person who uses another person's membership card on their behalf to gain entries to Club promotions in contravention of By-Law 4(d) above may be subject to disciplinary proceedings under the Constitution, and their entries to Club promotions may be voided.
- (f) No Member shall lend or otherwise part with possession of their Member ID.
- (g) The Chief Executive Officer or a person duly appointed by the Board may:
  - (i) confiscate any member's Member ID found in the possession of any other person; and
  - (ii) ask the person found to have such Member ID in their possession to leave the Club's premises forthwith.
  - (iii) Any member whose Member ID has been confiscated in accordance with the provisions hereof may apply to the Board within thirty (30) days of such confiscation for the return of the said membership identification.
  - (iv) Such application shall be in writing and shall be supported by a duly sworn Statutory Declaration setting out the circumstances in which the member parted with possession of the said Member ID.
  - (v) Until the Board shall have resolved that the said member's Member ID should be returned to them, the member shall not be entitled to enter the Club's premises or to exercise any of the privileges of membership of the Club.
- (h) (i) Any Member who has lost their Member ID may apply to the Club for the issue of such further form of Member ID as the Board may from time to time resolve to issue.
  - (ii) Such application shall be in writing and shall be supported by a duly sworn Statutory Declaration setting out the circumstances in which the member lost the said Member ID.
  - (iii) Following receipt of such Statutory Declaration the said member may be supplied with interim Member ID until such time as a proper form of Member ID is issued.
  - (iv) Until the Club shall have issued interim or such further form of Member ID, the said member shall not be entitled to exercise any of the privileges of membership of the Club.

## 5 Guests

No member shall introduce more than eight (8) guests per visit.

## 6 Unwelcome List

The Chief Executive Officer shall maintain a list of names of persons to whom the Board has resolved to deny entry to the Club and who until the Board resolves otherwise shall not be entitled to enter the Club.

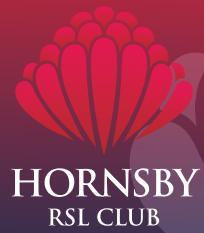
## 7 Under Age Persons on Club Premises

- (a) Persons under 18 years of age shall not use or operate gaming machines or take part in any other form of gambling, including but not limited to TAB betting, raffles and other games of chance, in the Club.
- (b) Persons under 18 years of age shall not enter or be in a TAB, bar or gaming machine area of the Club other than for as long as is reasonably necessary to pass through it, in the company and immediate presence of a responsible adult, in order to gain access to another area of the Club's premises that the minor is permitted to enter.

## 8 Dress Regulations

- (a) Members and their guests must be properly attired and be of neat and tidy appearance at all times and in particular shall comply with Dress Code which is published on the Club's Website and displayed in the Foyers.
- (b) If any dispute arises in relation to dress code, the Venue Manager's decision shall be final.
- (c) The following are not acceptable for entry into the Club's premises:
  - (i) Dirty, soiled or untidy clothing;
  - (ii) T-Shirts with offensive print;
  - (iii) Slashed, ripped or frayed clothing except when such is part of the design;

# BY-LAWS



- (iv) All hats, scarves bandanas, hair rollers or other headwear except when wearing for medical, religious or cultural purposes. (Ladies are permitted to wear dress hats. Dress hats do not include baseball style caps;
- (v) Sleeveless shirt or singlets;
- (vi) Bare feet in any part of the Club at any time. Patrons are permitted entry into the Club with thongs until 8pm and are permitted to stay in the Club if they gained entry before 8pm;
- (vii) Brief shorts or skirts that may be considered offensive (with or without pockets);
- (viii) Bike riding shorts, leotards or swimwear;
- (ix) Outlaw motorcycle gang colours or insignia;
- (x) Studded belts with sharp or long studs;
- (xi) Clothing tied around waist.

Note: Boiler suits, overalls, football shorts, stubbies or similar are permitted only in sports area on lower ground floor.

(d) Management reserves the right to refuse entry to any patron who, in opinion, is not suitably attired. If in doubt, please call a Manager.

## 9 Behaviour and Language

- (a) Objectionable and obscene behaviour or language will not be tolerated at any time in the Club's premises or the Club's car parks.
- (b) No person shall while in the Club's premises behave in a manner dangerous to the public and to other patrons of the Club. In particular, no person shall consume alcohol or any other beverage while on any dance floor of the Club.

## 10 Club Property

- (a) Every member shall be responsible to care for and protect Club property at all times, including in particular, such items as carpets, chairs, tables, toilet facilities etc. and sporting equipment in the Sports Bar area.
- (b) No person may remove Club property from the premises without prior written authority.

## 11 Cheques

The Club may exchange not more than one cheque for the same member on a single day for cash provided that:

- (a) the cheque is drawn on that member's bank account and made payable to the Club; and
- (b) the cheque is for a sum not exceeding \$400.00.
- (c) The Club reserves the right to process any member's cheque through a verification agency and to refuse to cash any cheque without assigning any reason.

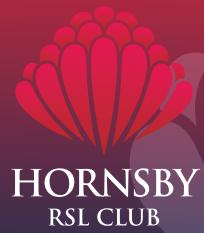
## 12 Departure from the Club

Members and their guests shall vacate the Club premises and car park and adjacent streets with the absolute minimum of noise and inconvenience to the neighbours in adjoining properties.

## 13 Sports and Social Sub Clubs

- (a) The Club caters for both indoor and outdoor sports. Sports and Social Sub-Clubs are listed on the Club's Website along with the contact name and telephone number for each Sub-Club.
- (b) Any member wishing to join any Sub-Club shall be bound by the Rules of the said Sub Club, in conjunction with the Constitution and the By-Laws of Hornsby RSL Club Limited.
- (c) A person can only be a Member of any Sporting and Social Sub Club if they are a financial member of Hornsby RSL Club Ltd.
- (d) Only financial members of both the Club and respective Sub Club can attend and vote at that Sub Club's Annual General Meeting.

# BY-LAWS



## **14 Club Records**

It is each member's responsibility to advise Member Services in writing of any change of information in the Club's database and membership registers, including a change of name, address, phone number, or any other relevant information.

## **15 Loitering Policy**

In order to maintain a comfortable environment, and the safety and wellbeing of our customers and employees, the Club prohibits individuals and/or groups of individuals from loitering.

For the purposes of this By-Law, loitering shall mean lingering idly or aimlessly, or lingering on the Club's premises with no intention to utilise the Club's amenities.

## **16 Cameras and Mobile Phone Camera Policy**

(a) In order to protect the Club's security, Club patrons and our employee's privacy, the Club prohibits the use of cameras and mobile phone built-in cameras to photograph or record images/footage of Club products, features, designs or areas including all toilets, locker rooms and the gaming lounges of the Club.

Patrons and employees are encouraged to alert management by dialling extension 230 from any in-house phone if you observe mobile phones or cameras being used inappropriately.

(b) Board Elections/Nominees: Photographing Board Nominee's details is strictly prohibited without the approval of said Board Nominee.

## **17 Club Staff**

(a) All Club staff are the direct responsibility of the Chief Executive Officer.

(b) All complaints in respect of staff shall be submitted in writing to the Chief Executive Officer.

(c) No member will directly reprimand any staff.

## **18 Administration Offices**

(a) The Administration Offices are under the direct control of the Chief Executive Officer.

(b) The Administration Offices are out of bounds to all members.

## **19 Remembrance**

In keeping with the custom of RSL Sub-Branche and RSL Clubs, at 6.00 p.m. daily the Club pays its respects to those who paid the supreme sacrifice. All members and visitors are respectfully requested to honour our fallen comrades at this hour.

## **20 Club's Car Parking Facilities - Terms and Conditions**

### **20.1 William Street Car Park Conditions of Entry**

The following conditions apply when you enter, leave or use this car park.

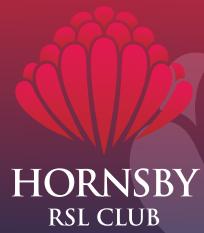
By entering this car park you agree to be bound by these conditions. If you do not accept these conditions immediately leave the car park.

(a) You enter and use this car park at your own risk. We reserve the right to refuse entry by any vehicle or person. Car park rates apply to levels 5, 6 & 7 of this car park.

(b) Limits on our liability Each exclusion of liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Trade Practices Act 1974 and similar state legislation.

(c) We are not liable to you or any person with you for; a. Injury to you or anybody else; b. Damage to, destruction of, theft of or unauthorised delivery of your vehicle or any other vehicle whether authorised or not; or c. Damage to, destruction of, theft of or delivery of any property (including anything in or on your vehicle or any other vehicle); however caused and you release and indemnify us from any claim, which you might have against us.

# BY-LAWS



- (d) You agree to indemnify us in respect to any claim made against us and any expenses incurred as a consequence of, in relation to, or in any way arising out of your use of this car park.
- (e) We will not be liable to you for delivery of your vehicle from any person who did not have authority to take your vehicle.
- (f) You agree a. not to cause any obstruction; b. not to park anywhere that we designate as a "No Parking" or reserved area; and c. not to use this car park other than in accordance with instructions we may give.
- (g) Whilst in the car park: a. You must comply with all signs and all reasonable directions and requests made by us; b. You may have access to remove a vehicle from this car park only during the permitted hours displayed.
- (h) Levels 1, 2, 3 & 4 of car park are licensed to Hornsby Shire Council. Time limits apply to parking on these levels.
- (i) Levels 5, 6 & 7 of this car park are available only to Temporary Members, visitors, Staff and Members and their Guests of Hornsby RSL Club whilst USING the Club's facilities. Please note: Bottle Shop and/or Coffee Shop take away purchases are not acceptable as proof of purchase. Management's decision is final.
- (j) We have the right to, at our discretion, wheel clamp or to move your vehicle, (including moving it to any location outside this car park), even if your vehicle is locked. a. If we move your vehicle, the conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.
- (k) These conditions may only be altered by a written joint agreement.
- (l) In these conditions reference to; a. 'we', 'us' and 'our' mean Hornsby RSL Club, its employees, agents, and independent contractors. b. 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.

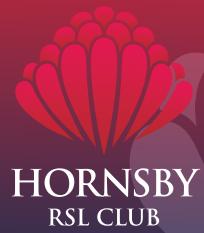
## 20.2 Rear Car Park Conditions of Entry

The following conditions apply when you enter, leave or use this car park.

By entering this car park you agree to be bound by these conditions. If you do not accept these conditions immediately leave the Car Park.

- (a) You enter and use this Car Park at your own risk. We reserve the right to refuse entry by any vehicle or person. Car park rates may apply.
- (b) Limits on our liability. Each exclusion of liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Trade Practices Act 1974 and similar state legislation.
- (c) We are not liable to you or any person with you for; a. Injury to you or anybody else; b. Damage to, destruction of, theft of or unauthorised delivery of your vehicle or any other vehicle whether authorised or not; or c. Damage to, destruction of, theft of or delivery of any property (including anything in or on your vehicle or any other vehicle); however caused and you release and indemnify us from any claim, which you might have against us.
- (d) You agree to indemnify us in respect to any claim made against us and any expenses incurred as a consequence of, in relation to, or in any way arising out of your use of this Car Park.
- (e) We will not be liable to you for delivery of your vehicle from any person who did not have authority to take your vehicle.
- (f) You agree a. not to cause any obstruction; b. not to park anywhere that we designate as a "No Parking" or reserved area; and c. not to use this Car Park other than in accordance with instructions we may give.
- (g) Whilst in the Car Park
  - (i) You must comply with all signs and all reasonable directions and requests made by us; and
  - (ii) You may have access to or remove a vehicle from this Car Park only during the permitted hours displayed in the Car Park.
- (h) This Car Park are available only to Temporary Members, Visitors and Members and their Guests of Hornsby RSL Club whilst USING the Club's facilities. Please note: Bottle Shop and/or Coffee Shop take away purchases are not acceptable as proof of purchase. Management's decision is final.

# BY-LAWS



(i) We have the right to, at our discretion, wheel clamp or to move your vehicle, (including moving it to any location outside this Car Park), even if your vehicle is locked. a. If we move your vehicle, the conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.

(j) These conditions may only be altered by a written joint agreement.

(k) In these conditions reference to; a. 'we', 'us' and 'our' mean Hornsby RSL Club, its employees, agents, and independent contractors. b. 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.

## **20.3 William Street Car Park Rates Notice (Levels 5, 6 and 7)**

0 – 3 hours

\$5 or proof of purchase

3 – 5 hours

\$10 or proof of purchase

5 – 6 hours

\$20 or proof of purchase

6 – 7 hours

\$30 or proof of purchase

Over 7 hours

\$40 or proof of purchase

## **21 Food and Beverage Not Purchased on Premises**

(a) No food or beverage is to be brought onto the Club's premises except that which has been purchased within the Club's premises.

(b) Festive cakes may be able to be brought in under prior written arrangements agreed with Club Management, for which a cakeage/plating fee per guest will be charged. The Club does not accept any liability in respect of cakes brought onto the Club's premises.

(c) No external beverage items for consumption are to be brought onto the Club's premises without prior written approval from Club Management.

## **22 Policies**

Members agree to comply with all requirements of:

(a) the Club's Responsible Service of Alcohol Policy; and

(b) the Club's Responsible Conduct of Gaming Policy.