

## **Hornsby RSL Club Limited - By-Laws**

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## By-Laws – Interpretation

Unless the context otherwise requires, in these By-Laws:

|                              |  |
|------------------------------|--|
| Board of Directors and Board | Each mean the President, Senior Vice-President, Vice-President, Treasurer and Ordinary members of the Board of Directors.  |
| Secretary                    | Means and includes the Chief Executive Officer (CEO) of the Club and includes an acting Chief Executive Officer (CEO) or any person appointed by the Board to perform the duties of the Chief Executive Officer temporarily.   |
| By-Laws                      | Means the By-Laws of the Club for the time being in force.   |
| Club                         | Means Hornsby RSL Club Limited – ACN 002 513 251   |
| Clubhouse                    | Means the premises which are for the time being occupied by the Club in pursuance of Rule 4C of the Constitution and which are the premises of the Club in respect of which a certificate of registration is held under Part 2 of the Registered Clubs Act.  |
| Constitution                 | Means the Constitution of the Club for the time being in force.  |
| Act                          | “Act” means the Corporations Act 2001 and any regulation made under the Corporations Act 2001. Any reference to a provision of the Corporations Act includes a reference to the same or similar provision in any legislation replacing, amending or modifying the Corporations Act however that provision may be amended in that legislation.          |
| Directors                    | Means the duly elected members of the Board for the time being constituted in accordance with the Constitution.  |
| Full Member                  | Means any person who is either an Ordinary Member or Life Member, as referred to in Rule 10.3 of the Constitution.   |
| Membership Identification    | Means such form of identification as the Club shall from time to time issue to members of the Club.  |
| Registered Clubs Act         | Means the Registered Clubs Act 1976 and any regulation made under the Registered Clubs Act 1976. Any reference to a provision of the Registered Clubs Act includes a reference to the same or similar provision in any legislation replacing, amending or modifying the Registered Clubs Act however that provision may be amended in that legislation |
| Seal                         | Means the common seal of the Club.   |

*Words importing the masculine gender shall include the feminine gender.*

*The words “poker machine” shall include a gaming machine and vice versa.*

**1. Introduction**

- a. These By-Laws are in compliance with the following:
  - i. the Constitution of the Club; and
  - 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 are required to become conversant with these By-Laws and to comply with them so as to ensure the efficient conduct of the Club.

**2. Board of Directors**

The Club’s Board of Directors shall comprise the President, Senior Vice-President, Vice-President, Treasurer and five (5) Directors, all of whom shall be elected in accordance with the Constitution.

**2a. Hornsby RSL Club Board Election Procedures By-Laws**

**a. Candidates Resumes**

Candidates to arrange suitable photograph for publication and submit same with brief resume to CEO’s office by date set each year.

All Candidates Photographs to be same size. Personal details typed on same size form as photograph with only relevant details pertinent to their interests in Club.

Chief Executive Officer to arrange Photographer to take suitable photographs of candidates for Board of Directors

All Histories to be typed by CEO’s Executive Assistant in same format and prior by date set each year.

Pertinent details in same order for each candidate: i.e.

**Name**  
**Date of Joining Club**  
**Date of Birth**  
**Occupation**

Resumes limited to a maximum of 200 words.

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

A Mandatory course of instruction for candidates to the Board shall take place during the (14) days prior to each Annual General Meeting. The date(s) and time(s) of the course shall be advertised in the Notice of Election section of the Annual Report. Once the date and time for the course of instruction is determined, a maximum of 10 minutes will elapse before the course starts, nominees not present at that time will not be eligible to attend the session after the 10 minutes have expired.

In accordance with the Club’s Constitution in order to be eligible for the election candidates must attend this course.

### **Board Election Nomination and Acceptance Form and Board Election Nominee Statutory Declaration.**

***Every candidate for election to any office must:***

Be proposed by one and seconded by another Ordinary Member or Life Member; and

The candidate’s consent to nomination for Director must first be obtained.

The candidate’s name shall be **posted in the Club’s Notice Board** and every candidate ***must complete a Board Election Nomination and Acceptance Form*** and the entry relating to the candidate’s nomination shall be signed by the candidate and their proposer and seconder at which time the candidate shall furnish proof of their membership of the Club and ***also complete the Board Election Nominee Statutory Declaration.***

Board Election Nomination and Acceptance Form and Board Election Nominee Statutory Declaration can be obtained during office hours from the CEO’s Office (arrangements can be made to obtain these forms outside office ours), 21 days prior to each Annual General Meeting (AGM).

Once completed, Board Election Nomination and Acceptance Form and Board Election Nominee Statutory Declaration Form, must be lodged with the CEO’s Office by 7pm, seven (7) days prior to the Clubs AGM. Forms will not be accepted after this time. The Notice of AGM distributed to members will stipulate the opening and closing dates.

### **Board Election Voting Papers**

In accordance with Rule 26.1 (i);(j);(k) the voting papers shall contain in “draw from hat” order the names of all duly nominated candidates for the Board of Directors, and shall have an asterisk against the name of the sitting Board Directors to assist members in clearly identifying sitting Directors.

**b. Voting**

- i. There will be No postal, absentee or proxy voting.
- ii. Votes shall only be cast at the polling booth.
- iii. Votes cast in any other area of the Club shall be declared invalid.
- iv. It is an offence for any Club or Staff Member to move blank ballot papers from the polling booth area to any other area of the Club.
- v. Voters must number all boxes in order of preference.

**c. How to Vote Cards**

Individual Candidates may produce/distribute how to vote cards providing:-

- a. A copy of such how to vote card is submitted to the Chief Executive Officer prior to the opening of the ballot.
- b. How to vote cards must be signed/authorised by all the Candidate(s) concerned who are named in the document.
- c. 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 member found in breach of this rule may be subject to disciplinary action. Any candidate found in breach of this rule may render themselves ineligible to nominate for any Candidature.
- d. Any Member giving misleading information or attempting to utilise their association with Hornsby RSL Club Limited may render themselves ineligible to nominate for any Candidature.
- e. How to vote cards will not be distributed by Club Staff.
- f. How to vote cards will not be produced employing Club staff, stationery and/or Club photocopying facilities.

**2b. Appointment of President of Hornsby RSL Club**

1. In accordance with the Club's Constitution (rule 26.1), the President's position shall be determined by the Directors from among their number at the first Board Meeting following the Annual General Meeting.

**3. Admission of Members**

- a. A person shall not be admitted as an Ordinary member of the Club unless that person is elected to membership by a resolution of the Board of the Club, or a duly appointed election committee of the Club.
- b. The names of the members present and voting at that Board or election committee meeting shall be recorded by the Secretary of the Club.

- c. The Board or election committee may reject any application for membership without giving any reason.
- d. Every application for membership of the Club (which shall be a proposal for membership by the applicant) shall be in writing and shall be in such form as the Board may prescribe and shall contain the following particulars:
  - i the full name of the applicant; and
  - ii the residential address of the applicant;
  - iii the date of birth of the applicant;
  - iv the occupation of the applicant;
  - v a statement to the effect that the applicant agrees to be bound by the Constitution and By-laws of the Club;
  - vi the signature of the applicant;
  - vii such other particulars as may be prescribed by the Board from time to time.
- e. Every form of application for membership shall be presented by the applicant to an authorised officer of the Club together with:
  - i the joining fee (if any) and the appropriate subscription; and
  - ii evidence of a current driver's licence or a current passport held by that applicant or such other form of identification as determined by the Board.
- f. The authorised officer of the Club to whom the application for membership is presented shall compare the particulars of the applicant as appearing on the application with the particulars of that person as appearing in the evidence of identification. If the authorised officer is satisfied that the particulars of the applicant in the application and in the evidence of identification correspond, the authorised officer shall sign the application and shall cause the application to be sent to the Secretary.
- g. A person whose application has been signed by an authorised officer of the Club with Rule 14.6 of the Hornsby RSL Club Constitution and who has paid the Club the joining fee (if any) and the first annual subscription for the class of membership applied for may become a Provisional member.
- h. The full name and address of each applicant for membership shall be placed on the Club Notice Board and shall remain on the Club Notice Board for not less than seven (7) days.
- i. An interval of at least fourteen (14) days shall elapse between the deposit at the office of the nomination form of a person for election and the election of that person to membership of the Club.
- j. The Club shall not be required to notify a person if they have been elected to membership. If a person fails to be elected to membership the Secretary shall cause any joining fee and subscription paid by the person to be returned to that person.

#### 4. **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 service of gaming policy as adopted and amended by the Board from time to time.

## 5. **Membership Identification**

- a. Members must produce current Hornsby RSL Club membership identification;
  - i. to reception staff on each entry to Club premises; and
  - ii. on demand when so requested by any Manager or Duty Director.
- b. Safe custody of individual membership identification is the Member's responsibility. Illegal use is treated most seriously by the Board.
  - i. 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).
  - ii. Person's using another person's membership card on their behalf to gain entries to club promotions as described above will be cited to appear before the Board and those entries will be voided.
- c.
  - i. No Member shall lend or otherwise part with possession of their membership identification.
  - ii. The Chief Executive Officer or person duly appointed by the Board may:
    - a. confiscate any member's membership identification found in the possession of any other person; and
    - b. ask the person found to have such identification in their possession to leave the Club's premises forthwith.
  - iii. Any member whose membership identification 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 membership identification.
- v. Until the Board shall have resolved that the said member’s identification 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.
- d. i. Any Member who has lost their membership identification may apply to the Club for the issue of such further form of membership identification 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 membership identification.
- iii. Following receipt of such Statutory Declaration the said member may be supplied with interim membership identification until such time as a proper form of membership identification is issued.
- iv. Until the Club shall have issued interim or such further form of membership identification, the said member shall not be entitled to exercise any of the privileges of membership of the Club.

**6. Guests**

- a. Subject to Rule 24.2 of the Hornsby RSL Club Limited Constitution, all Full members shall have the privilege of introducing guests to the Club.
- b. A Temporary member may introduce a guest only in accordance with Rule 24.12 of the Hornsby RSL Club Limited Constitution.
- c. Unless the guest is a minor, on each day a member first brings a guest into the Club that member shall enter in the Register of Guests the particulars required by Rule 17.1 of the Hornsby RSL Club Constitution.
- d. No member shall introduce more than eight (8) guests per visit.
- e. No member shall introduce any person as a guest:
  - i. who has been expelled from the Club pursuant to Rules 19 or 20 of the Hornsby RSL Club Constitution; or
  - ii. whose membership is then suspended pursuant to Rules 19 or 20 of the Hornsby RSL Club Constitution;
  - iii. who is then refused admission to or being turned out of the Club pursuant to Rule 22 of the Hornsby RSL Club Constitution.



- f. Members shall be responsible for the conduct of any guests they may introduce to the Club.
- g. No guest shall be supplied with liquor on the premises of the Club except on the invitation of and in the company of a member.
- h. A guest shall at all times remain in the reasonable company of the member who countersigned the entry in the Register of Guests in respect of that guest.
- i. A guest shall not remain on the premises of the Club any longer than the member who countersigned the entry in the Register of Guests in respect of that guest.
- j. The Secretary or senior employee then on duty may refuse a guest of a member admission to the Club or require a guest of a member to leave the premises of the Club (or any part thereof) without giving any reason.
- k. A Temporary member may bring into the non restricted areas of the Club premises as the guest of that Temporary member a minor:
  - i. who at all times while on the Club premises remains in the company and immediate presence of that Temporary member; and
  - ii. who does not remain on the Club premises any longer than that Temporary member;
  - iii. in relation to whom the member is a responsible adult.
- l. For the purposes of Rule 24.12(c) of the Hornsby RSL Club Constitution, “responsible adult” means an adult who is:
  - i. a parent, step-parent or guardian of the minor; or
  - ii. the minor’s spouse or de facto partner;
  - iii. for the time being, standing in as the parent of the minor.

**7. Removal of Persons from the Premises of the Club**

- a. In addition to any powers under Section 77 of the Liquor Act, the Secretary or, subject to Rule 22.5 of the Hornsby RSL Club Constitution, an employee of the Club may refuse to admit to the Club and may turn out, or cause to be turned out, of the premises of the Club any person including any member:
  - i. who is then intoxicated, violent, quarrelsome or disorderly; or
  - ii. who, for the purposes of prostitution, engages or uses any part of the premises of the Club;

- iii. whose presence on the premises of the Club renders the Club or the Secretary liable to a penalty under the Registered Clubs Act or the Liquor Act;
  - iv. who hawks, peddles or sells any goods on the premises of the Club;
  - v. who, within the meaning of the Smoke-free Environment Act, smokes while on any part of the premises that is smoke-free.
  - vi. who uses, or has in his or her possession, while on the premises of the Club any substance that the Secretary suspects of being a prohibited drug or prohibited plant.
  - vii. whom the Club, under the conditions of its club licence, or a term of a liquor accord, is authorised or required to refuse access to the Club.
- b. If pursuant to Rule 22.1 of the Hornsby RSL Club Constitution, a person (including a member) has been refused admission to, or has been turned out of, the premises of the Club, the Secretary of the Club or (subject to Rule 22.5 of the Hornsby RSL Club Constitution) an employee of the Club, may at any subsequent time, refuse to admit that person into the premises of the Club or may turn the person out, or cause the person to be turned out of the premises of the Club.
- c. Without limiting Rule 22.2 of the Hornsby RSL Club Constitution, if a person has been refused admission to or turned out of the Club in accordance with Rule 22.1(a) of the Hornsby RSL Club Constitution, the person must not re-enter or attempt to re-enter the Club within twenty four (24) hours of being refused admission or being turned out.
- c. Without limiting Rule 22.2 Of the Hornsby RSL Club Constitution, if a person has been refused admission to or turned out of the Club in accordance with Rule 22.1(a) of the Hornsby RSL Club Constitution, the person must not:
- i. remain in the vicinity of the Club; or
  - ii. re-enter the vicinity of the Club within six (6) hours of being refused admission or being turned out.
- d. Without limiting the provisions of Section 77 of the Liquor Act the employees who under this Constitution are entitled to exercise the powers set out in this Rule shall be:
- i. in the absence of the Secretary from the premises of the Club the senior employee then on duty; or
  - ii. any employee authorised by the Secretary to exercise such power.

**8. Member Under Suspension**

- a. Any member whose membership is suspended pursuant to Rules 19 or 20 of the Hornsby RSL Club Constitution shall during the period of such suspension not be entitled to:
  - i. attend at the premises or use any of the facilities of the Club for any purpose without the permission of the Board; or
  - ii. participate in any of the recreational, social or sporting activities of the Club or any Sub club without the permission of the Board;
  - iii. attend or vote at any meeting of the Club or any Sub club;
  - iv. nominate or be elected or appointed to the Board or any committee of a Sub club;
  - v. vote in the election of the Board or any committee of a Sub club;
  - vi. propose, second or nominate any eligible member for any office of the Club or any Sub club;
  - vii. propose, second or nominate any eligible member for Life membership.

**9. Unwelcome List**

- a. 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.

**10. Under Age Persons on Club Premises**

- a. Person's under 18 years of age are not permitted to be on Club premises except if attending designated non restricted areas, and then only in the care and control of a responsible adult member.
- b. Except as permitted by this By-Law persons under 18 years of age:
  - i. shall not be served liquor in any area of the Club;
  - ii. shall not consume liquor in any area of the Club;
  - iii. 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; and
  - iv. 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 Clubhouse that the minor is permitted to enter.

## 11. **Liquor**

### Responsible Service of Alcohol Policy

#### a. Policy - Objectives

The Hornsby RSL Club RSA policy has two clear objectives –

- i. To maintain and strive for the highest standards of responsible alcohol service, ensuring patron welfare and safety are of paramount concern.
- ii. Operate within the guidelines and legislation imposed by the various governing bodies, such as the Office of Liquor, Gaming and Racing, NSW Police, Liquor Act and Registered Clubs Act.

#### b. Policy - Strategies

The two objectives stated above are achieved by the implementation of the following strategies –

##### General

- i. All required staff have a valid RSA Card
- ii. Free water is available at all bars.
- iii. Shooters are not served at this club.
- iv. After midnight, the Club (and any other times at Duty Managers discretion) will not serve jugs or double nips and the Club will impose a limit of four drinks per person.
- v. Club encourages designated drivers and serves free soft drinks to these drivers.
- vi. All alcohol promotions that result in customers receiving scratch cards have been limited to 3 vouchers per person per day.
- vii. All alcohol promotions that result in customers receiving a discount have been limited to a discount of 25% of the full price.
- viii. All alcohol promotions have been limited to a maximum duration period of 3 hours and no alcohol promotions will take place past 9.00pm each night.
- ix. Major events in showroom e.g. boxing nights, two up on ANZAC day, rock concerts and other major sporting events, at the discretion of Management, may result in the club using only plastic cups in that area and no glass is allowed into that room for the duration of the event.
- x. All staff are trained in identifying persons nearing intoxication and have been trained that when a person has been refused service they are to notify a Manager or security to ensure that the refused person is monitored and that all care has been taken to ensure that the person leaves the club in an appropriate and safe manner.

- xi. A critical element of the Club’s RSA policy is to ensure its continued participation in our local liquor accord and maintain regular consultation with the local community and Police regarding the safety of the club premises.

#### Security

- i. Senior Management attends regular liquor accord meetings and shares any relevant details with Managers.
- ii. The club has a security guard employed every night to ensure that patrons leave our club in a quiet manner to ensure that our neighbours are not disturbed.
- iii. Our neighbours have been informed that if they have any issues relating to the club at any hour of trading they can contact the Duty Manager and they will endeavour to resolve the issue.
- iv. On busy nights (Fri and Sat) the club employs additional security to cater for the increase in visitors.
- v. When the club has major events, shows or promotions security requirements are assessed and increased where appropriate.
- vi. Club’s digital CCTV network covers all patron accessible areas and majority of back of house areas. This also includes behind bar areas looking out into the customer areas.
- vii. The Club maintains an electronic reporting system (Risk Manager) that allows all incidents, accidents, etc to be recorded, stored and retrieved.
- viii. The Club follows a “One punch = Expulsion” policy as a deterrent for violent behaviour within the Club. This sends a clear message of zero-tolerance policy to violence as often no-one takes responsibility for whom took the first punch.

#### Transport

- i. The club runs a courtesy bus from Wednesday to Saturday inclusive commencing at 17.30 and is available for all members and their guests.
- ii. A secure taxi cab voucher system is operational from the front foyer with taxis being able to collect visitors from the front foyer of the club.
- iii. The club has a multi level car park adjacent to its premises as well as numerous parking spaces at the rear of the building. A security guard monitors these areas from 21.00 to close of trade.

#### Rights and Responsibilities

- i. The Chief Executive Officer, managers, employees and security staff have a statutory responsibility to ensure that patrons do not become intoxicated on the Club premises and to prevent such patrons from entering or remaining on Club premises.
- ii. The Chief Executive Officer, managers, employees and security staff have the right to ask an intoxicated person to leave club premises; and

- a. have the right to refuse to serve alcohol to any person suspected of being intoxicated or becoming intoxicated; and
- b. have the right to deny entry into the Club’s premises, to a person who is intoxicated or becoming intoxicated.
- iii. If asked to leave the club premises, patrons have a statutory responsibility (section 77 of the Liquor Act) to comply with such direction. Failure to leave may result in management contacting a Police Officer for assistance which will potentially lead to a court attendance and a \$550 fine.
- iv. If a person has been refused admission or has been asked to leave the Club premises, the person must not re-enter or attempt to re-enter the Club within twenty four (24) hours of being refused admission or being asked to leave. They must also move more than 50 meters away from Club premises and not re-enter the 50 meter vicinity of the Club premises within 6 hours. Breaching these laws may result in a \$550 fine.

**12. 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, the Duty Manager’s decision shall be final.
- c. Dress code - The Following are not acceptable at Hornsby RSL Club:-
  - i. Dirty, soiled or untidy clothing
  - ii. T-Shirts with offending print
  - iii. Slashed, ripped or frayed clothing except when such is part of the design
  - 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 that may be considered offensive (with or without pockets)
  - viii. bike riding shorts, leotards or swimwear
  - ix. Outlaw motorcycle gang colours
  - x. Studded belts with sharp or long studs
  - xi. Clothing tied around waist

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

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

**13. 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; and
- 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.

**14. 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.

**15. Cheques**

- a. The Club may exchange not more than one cheque for the same member on a single day for cash provided that:
  - i. the cheque is drawn on that member's bank account and made payable to the Club; and
  - ii. the cheque is for a sum not exceeding \$400.00.
- b. 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 therefore.

**16. Departure from the Club**

- a. 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.

**17. Sports and Social Sub Clubs**

- a. The Club caters for both indoor and outdoor sports. Sports and Social Sub-Clubs are listed on the Clubs 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 Clubs Annual General Meeting.

**18. Club Records**

- a. It is each member's responsibility to advise the Membership Office of any change of information tendered on that member's application for membership form, including change of name, address, phone number, and any other relevant information. Each member's immediate attention to this requirement will ensure the continuation of supply of "Sentinel" and other Club notices.

**19. Playing of Gaming Machines**

All persons who play gaming machines in the Club do so subject to the following rules which shall be the terms and conditions of play and the decision of the Club, as expressed by Duty Manager or Duty Director, as to the interpretation of these rules shall be final and binding:

- (a) The gaming machines in the Club may only be played by, and any jackpot or prize won will only be paid to, members and their guests who have complied with all legal requirements to be admitted into the Club.
- (b) The Club reserves the right to refuse any person, including members and guests, the right to play gaming machines in the Club.
- (c) Only notes of Australian legal tender currently in circulation or tickets issued by one of the Club's gaming machines or points downloaded by "Points to Play" (P2P) are to be used to play the Club's gaming machines and in any case only as indicated on the machine to be played.
- (d) A machine may only be reserved for a maximum of three (3) minutes, using the device fitted to the machine for that purpose. Management may issue a reserve sign, or lock the machine for longer periods at their discretion, not exceeding one (1) hour.
- (e) Voluntary "pre-commitment" is available to all members on request.
- (f) No jackpot, prize or winning combination will be paid:
  - (i) which is won before the opening time of the Club or after closing time has been announced;
  - (ii) unless the winning combination is authorised by the Club's gaming staff and verified to be paid pursuant to the Club's procedures for paying jackpots;
- (g) All poker machine payments over \$5,000 will be paid by cheque. The customer can elect to have the first \$5,000 paid in cash but all other monies over \$5,000 will be paid in a cheque made out to the player and marked as a Prize winning cheque.
- (h) The Club reserves the right to ensure that every jackpot or shortpay is played off.



- (i) The Club may refuse payment if in the opinion of an authorized employee, Duty Director or Duty Manager the machine has malfunctioned or if a winning combination showing has not registered as a win on the machine.
- (j) Each 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, or if a winning combination showing has not been registered on the machine, is final.
- (k) If a gaming machine is able to be operated without using legal tender or if playing a 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
- (l) 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.
- (m) Failure to report any malfunction of a gaming machine in the Club may result in legal proceedings being instituted against the player.
- (n) Tilting, rocking or in any way moving or damaging a gaming machine in the Club is strictly prohibited.
- (o) Foul Language will not be tolerated. Offenders will be requested to leave the Gaming area.
- (p) If you are not actively playing a poker machine you may be asked to leave the Gaming area.
- (q) A player is able to play two (2) poker machines simultaneously. If at any time a player is playing two (2) poker machines and another patron wishes to play one of those machines the player will be asked to forfeit one of the machines of their choice.”
- (r) It is also an offence under Section 83(1) of the Registered Clubs Act 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 \$10,000.00. The Club will report to the Police any person that it believes may be committing any such offence.

- (s) It is also an offence under Section 83(3) of the Act for a person to, with intent to dishonestly obtain money or a financial advantage for himself or herself or another person, insert in a poker machine in the Club anything other than:
  - (i) a banknote of a denomination approved by the Board for use in order to operate the machine; or
  - (ii) a card of a type approved by the Board for use in order to operate the machine, The maximum penalty for such an offence is currently in excess of \$10,000.00 or imprisonment for one (1) year, or both.
- (t) No Member shall lend or otherwise part with possession of his membership identification. This includes placing membership card in a machine not being played by the said member.
- (u) It is an offence under Section 80(a) of the Gaming Machine Amendment Act 2008 for a person to claim a prize from playing of an approved gaming Machine on the premises of a registered club knowing that the claim is false or misleading in a material respect.
- (v) Any person violating these gaming machine rules may be asked to leave the Club and any member so doing may also be liable to suspension and/or expulsion.
- (w) The Club reserves the right to refuse payment to any person who in the opinion of the Club has breached any of the abovementioned rules.

20. **Loitering Policy**

In order to maintain a comfortable environment, safety and wellbeing of our customers and employees, the Club prohibits individuals and/or groups of individuals loitering, i.e. to linger idly or aimlessly, or linger on the Club’s premises with no intention to utilise our amenities.

21. **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 dialing 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.

**22. Hornsby RSL Club's Responsible Conduct of Gaming Policy**

The Hornsby RSL Club is committed to provide professional and excellent facilities and services to its members. As a responsible corporate citizen in the community Hornsby RSL Club will ensure its gaming facilities will be operated in accordance with the responsible service of gaming guidelines set by the Registered Clubs Association in conjunction with the Department of Gaming and Racing. The following policies have been adopted to minimize any possible harm to any individual and/or the community as a result of problem gambling.

- a. This Club will conduct its gaming operations in a professional and responsible manner in accordance with government and industry codes of practice.
- b. This Club will provide training to management and staff regarding the responsible service of gaming. All required staff are to have a valid RCG Card.
- c. This Club prohibits any form of credit or cash advances being available to members or guests for gaming purposes.
- d. Cash withdrawal facilities will not be available in the gaming areas within the Club.
- e. Cheque cashing facilities will be provided to members only (maximum daily limit of \$400.00 per member). Third party cheques will not be accepted.
- f. The Club will advertise and make available information on counseling services available for gaming related problems.
- g. If requested the Club will provide the services of its Welfare Officer. This service will be kept confidential.
- h. This Club will continue supporting the local community as part of our commitment to the provision of responsible gaming.
- i. Implementing policies to encourage responsible practices in advertising and promotions related to gambling and ensure compliance with relevant legislation.
- j. Whilst acknowledging the Clubs responsibility to members and the Hornsby community, the Club will respect an individual's right to privacy and prerogative to gamble at any time.
- k. All poker machine payments over \$5,000.00 will be paid by cheque. The customer can elect to have the first \$5,000.00 paid in cash but all other monies over \$5,000.00 will be paid in a cheque made out to the player
- l. The following messages appear regularly on all poker machine Prime Impact screens: *"Pre-commitment is available now" / "Player Activity Statement on request" / and the G-Line message: "Think! About your choice, call Gambling Help 1800 858 858"*.
- m. The Club offers SpendAssist (voluntary pre-commitment) facility to patrons who wish to monitor or control their gaming losses.
- n. The Club is a Member of ClubSafe and ensures its gaming facilities are operated in accordance with responsible service of gaming guidelines.
- o. If a Member or visitor of the Club wishes to Self Exclude as part of ClubSafe measures, the Club will not accept partial Self Exclusion. Self Exclusion will deem the individual Self Excluded from the entire venue.

23. **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.

24. **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.

25. **Remembrance**

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

26. **Offences**

- a. If any member should fail to comply with the Constitution or these By-Laws or should cause offence to any member or members of the Club or behave in a manner prejudicial to the good order of the Club or the comfort or welfare of any member or members, he may be requested in writing to appear before a discipline meeting of the Board of Directors.

27. **By-Laws – Notice to Members**

- a. The Board shall adopt such means as it deems sufficient to bring to the notice of the members of the Club all By-Laws and any alterations, amendments or rescissions which the Board may make to them.
- b. Unless otherwise determined by the Board, no such By-Law, alteration, amendment or rescission shall take effect until notice thereof shall have been posted on the official Notice Board in the Club for a period of not less than seven (7) days.
- c. All such By-Laws so long as they shall be in force shall be binding upon all members of the Club.

## 28. Clubs Car Parking Facilities - Terms and Conditions

### 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. We will not be liable to you for delivery of your vehicle from any person who did not have authority to take your vehicle.
6. 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.
7. If you breach any of the conditions in item 6 above, you will pay us liquidated damages of One Hundred Dollars (\$100.00).
8. 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.
9. Levels 1, 2, 3 & 4 of car park are licenced to Hornsby Shire Council. Time limits apply to parking on these levels.
10. 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.
11. 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. b. Payment will be required in advance by you to have any wheel

clamp removed from your vehicle. The fee to have any wheel clamp removed from your vehicle is sixty dollars (\$60.00)

12. These conditions may only be altered by a written joint agreement.
13. 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.

## 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. We will not be liable to you for delivery of your vehicle from any person who did not have authority to take your vehicle.
6. 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.
7. If you breach any of the conditions in item 6. above, you will pay us liquidated damages of One Hundred Dollars (\$100.00).
8. Whilst in the Car Park a. You must comply with all signs and all reasonable directions and requests made by us; and b. You may have access to or remove a vehicle from this Car Park only during the permitted hours displayed in the Car Park.
9. 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.
10. 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. b. Payment will be required to be in advance by you to have any wheel clamp removed from your vehicle. The fee to have any wheel clamp removed from your vehicle is sixty dollars (\$60.00)

11. These conditions may only be altered by a written joint agreement.
12. 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.

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 |

**Schedule – Hornsby RSL Club Limited**

29. **Hornsby RSL Club Privacy Policy**

Hornsby RSL Club Ltd (“the Club”) acknowledges and respects the privacy of individuals, including members, visitors and employees of the Club and the objective of this policy is to ensure that all staff (including Managers) are aware of their rights and obligations in relation to privacy in the workplace.

**What Personal information does the Club collect?**

The Club collects personal information from our customers to ensure compliance with legislation within the Registered Clubs Act 1976 to provide Club membership and entry onto Club premises. Information includes name, address, date of birth, gender, contact details (telephone and email), payment information, driver’s licence details and/or passport details.

**How do we collect your personal information?**

The Club collects your information primarily from you directly via membership application to become a member of the Club or via proof of identity and residency upon entry to the Club when visiting.

Visitors to the Club are required by legislation to verify their home address and date of birth. Entry scanning systems are in place to collect this data from driver’s licenses automatically.

We also collect information via registration and or purchase through the Club online portals including the Club’s website, online ticketing and Club’s mobile app.

We may also collect information indirectly via promotions within the Club; use of membership card in gaming machines and at point of sale registers in conjunction with the Clubs loyalty program.

### **Why do we collect your personal information?**

Your personal information is collected to ensure the Club can provide exceptional levels of service to our members as well as complying with legislation under the Registered Clubs Act 1976.

For example to:

- Verify your age and address details;
- Apply for Club membership;
- Ensuring the safety of Club members and Club property;
- Provide the latest information to members on services, marketing initiatives and special offers;
- Deal with customer enquiries and support.

### **How do we share your personal information?**

Unless permitted by the Privacy Act or otherwise required by law, the Club will not disclose your personal information, without prior written consent, provide your personal information to any other organization or person. Examples of when personal information is shared includes:

To relevant authorities if the Club reasonably believes that there is a threat to an individual's life, health or safety, or public health and safety;

If Hornsby RSL Club has reason to suspect that unlawful activity has been, is being or may be engaged in, the Club may disclose personal information to relevant authorities as a necessary part of any investigation or report;

The Club may disclose your information to third parties that provide services under contract to the Club such as distributions companies for mailing marketing materials. All such contracts require the third party to keep any personal information provided by the Club secure and confidential.

The Club does not disclose any personal information to overseas parties.

### **How do we hold your personal information?**

All customer information is held securely on controlled systems and secure against unauthorised access.

### **How can you access and correct your personal information?**

Individuals are entitled to obtain access to personal information records about themselves by contacting the Hornsby RSL Club Membership Officer (see relevant contacts below) for review or correction of information held by the Club including opting out of certain communications.

The Club will take reasonable steps to ensure that the personal information it holds is accurate, relevant to its purpose and up to date.

### **Complaints handling?**

If you think the Club has interfered with your privacy you can make a complaint to the Club. You will need to address your complaint in writing with identification to the Hornsby RSL Club Chief Executive Officer.

The Chief Executive Officer will investigate your complaint and will endeavor to respond by written reply within 30 days of receipt of your complaint letter.



If you are dissatisfied with the Clubs response to your complaint you can take your complaint to the Office of the Australian Information Commissioner, who may investigate.

### **Contacts**

You can obtain further information about the Clubs Privacy Policy by contacting the Clubs Chief Executive Officer.

Post: Chief Executive Officer  
Hornsby RSL Club Limited  
4 High Street,  
HORNSBY NSW 2077

Telephone: 02 94777777

Email: [privacy@hornsbyrsl.com.au](mailto:privacy@hornsbyrsl.com.au)

Website: [www.hornsbyrsl.com.au](http://www.hornsbyrsl.com.au)

Contact of the Office of the Australian Information Commissioner (OAIC)

Website: [www.oiac.gov.au](http://www.oiac.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Telephone: 1300 363 992

Post: GPO Box 5218  
Sydney NSW 2001

### **30. Hornsby RSL Club CCTV Security System Policy**

The purpose of the Club CCTV surveillance system is to protect the property of Club, its employees, members and visitors.

Hornsby RSL Club has taken the view that this measure is necessary as statistics show an increase in armed hold-ups particularly in licensed Clubs and hotels therefore both the NSW Police Department and ClubsNSW recommend such systems as the most effective method of prevention of hold-ups.

Be aware that cameras are installed throughout the Club premises, except toilets, showers, change rooms or locker rooms. The system is in operation 24 hours a day.

CCTV footage will be used in such circumstances as acts of violence, willful misconduct, fraud, theft and damage to Club or personal property.

CCTV system may be used to monitor staff performance, particularly in the areas of WH&S and Security. Any dispute involving staff, arising from the use of this system, will be dealt with by Chief Executive Officer or Assistant Chief Executive Officer. This will be done in consultation with the employee representative(s).

#### **Breach of Policy**

The Club has an obligation to consistently apply and enforce this policy. Likewise, staff must comply with this policy.

Any employee that breaches this policy shall be subject to counselling and/or disciplinary action which *may* include termination of employment.

**31. Prohibited Items**

1. Food Items
  - a. No food or beverage is to be brought onto the premises with the exception of festive cakes under prior arrangements with Club Management.
  - b. If festive cake is served in lieu of a dessert, a cakeage/plating fee of \$2 per guest will be charged.
  - c. Instructions on storage, display and service of cakes are necessary. No liability is taken for cakes brought onto the premises.
2. Beverage Items
  - a. No external beverage items for consumption are to be brought onto the premises without prior written approval from Club Management.
3. Illicit drugs
  - a. Illicit or illegal drugs are strictly prohibited to be brought onto the Club premises. Should illicit or illegal drugs be found or suspected to be on Club premises, police shall be notified.